

CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Avery's Patent, Re	643
Broad-street Station Dwellings and Workshops Co., Re	644
Collinge's Settled Estates, Re	644
Crears v. Hunter	642
Edalle v. City of London Union	642
Harvey v. Oliver	644
Heron v. Heron	644
Knight, Re, Knight v. Gardner	644
Lee v. Fahey	642
Marcus, Re, Marcus v. Marcus	645
Munton v. Lord Truro	645
Palmer v. Gurney	645
Palmer v. Mallet	645
Postmaster-General v. Green	645
Trottsch v. Rees	645

In the Weekly Reporter.

Addy v. Blake	719
Black, Ex parte, In re Black	720
Board of Trade, Ex parte, In re Brunner	719
Boswell v. Cook	711
Guy v. Churchhill	705
Harris v. Harris	710
Hillery & Taylor, In re	705
Lyon v. Morris	707
Morgan, In re, Owen v. Morgan	705
Nanney v. Morgan	715
Oakey v. Dalton	709
Reg. v. Northampton County Court Judge	717
Richardson, In re, Shuldham v. Royal National Lifeboat Institution	710
Stoneham v. Ocean Assurance Co.	715
Topham v. Booth	715
Watson, In re, Carleton v. Carleton	711
Watson, In re, Ex parte Phillips	709

The Solicitors' Journal and Reporter.

LONDON, JULY 23, 1887.

CURRENT TOPICS.

MR. JUSTICE DENMAN and MR. JUSTICE KEKEWICH will be the vacation judges, and MR. CARRINGTON and MR. KOE will be the chancery registrars in vacation.

MR. HENRY SKIPPER RYLAND, solicitor (of the firm of CLARKE, WOODCOCK, & RYLAND), of 11, Lincoln's-inn-fields, has been appointed an additional taxing master of the Supreme Court of Judicature, Chancery Division. Mr. Ryland was admitted a solicitor in 1862.

THE APPOINTMENT of the additional chancery taxing master will be hailed with satisfaction by the profession, partly on the ground that Mr. RYLAND is a most suitable man to fill the post, and partly because his appointment increases the number of the taxing masters to nine. Mr. RYLAND is a practitioner who has always been, as he has described himself, "a working solicitor," that is, he has given attention personally to the details of practice and procedure. His figure has for many years been a familiar object in the offices, and he is well known to, and respected by, all the chancery officers. The satisfaction which will be felt on account of the increase of the number of taxing masters is somewhat marred by the fact that Mr. WALKER, who was recently appointed from the District Registry at Manchester, has already broken down in health, and is now absent from his duties on leave for several months.

LORD JUSTICE FRY has since Tuesday last been absent from court on account of indisposition. The judges sitting in Court of Appeal No. 2 called in the aid of Lord Justice LINDLEY on Thursday, and on that day there was no sitting of Court of Appeal No. 1. There is not a sufficient number of interlocutory appeals ready to provide a whole day's work, so that the assistance of some of the presidents of divisions must be called in if the hearing of appeals is to proceed.

MR. MUNTON (who was backed by the Council of the Incorporated Law Society) is to be congratulated on having again succeeded in clipping the wings of the Middlesex Registry. The rule nisi for a *mandamus*, obtained by him in May last, was on Wednesday made absolute by a divisional court, and the result is that town witnesses may now depose to a deed before a London commissioner, instead of being required to attend at the registry. This result, besides the great convenience to witnesses, involves a gain by the commissioners in fees of something like £3,000 or £4,000 a year. The action of the council in this matter of the registry will be warmly approved by their London constituents.

FROM THE NOTICE as to vacation business, which will be found in another column, it will be seen that the Vacation Sittings for

chancery business will take place every Wednesday, commencing on Wednesday, the 17th of August. The chief clerks of Mr. Justice KAY will take the chamber business, and Mr. Justice KEKEWICH will, until further notice, sit in chambers every Wednesday at 10.30, being half an hour before the time of his sitting in court. It is to be observed that the notice varies the terms of preceding notices by stating that "the chambers of Mr. Justice KAY will be open during the vacation," in place of on certain days in every week during the vacation. Whether this means an alteration in the practice remains to be seen.

THERE HAVE BEEN two satisfactory announcements this week in the House of Commons with regard to the Land Transfer Bill. It is not to be divided, and the Government are considering whether it should be referred to a select committee. On Monday evening Mr. SHAW LEPFEBRE asked whether the Government would assent to the suggestion that the clauses of the Bill relating to inheritance and the abolition of primogeniture, "to which there was no opposition from the Liberal side of the House," should be separated from the rest of the Bill, "which would give rise to much discussion." Mr. SMITH's reply was that the Government were exceedingly anxious to pass the Bill as a whole, and that it was not desirable to take part out of it. In other words, the object of the Government is, as we have thought all along, land transfer, and they are not disposed to give all the jam out of the tart to the Liberal side of the House this year in order to find the "discussion" of the crust exclusively reserved for them next session. In reply to Mr. H. FOWLER the next night, Mr. SMITH stated that he was aware that the Conveyancing Act and Settled Land Acts had been very carefully considered by a select committee, and that it would tend to the advantage of the Land Transfer Bill if a similar course could now be pursued also. The second reading (fixed for last Thursday) is accordingly put off for the Government to consider the question. A select committee would be useful, but the committee suggested by the Council of the Incorporated Law Society would be much better. Meanwhile, it may be observed that this amending Act bids fair to outgrow its parent stem before it passes into law. Though its number of sections is only 69 and 2 schedules as against 129 in the Act of 1875, yet, if pages are counted, the 1875 Act is only 38, while the present Bill has got to 34, and is still growing.

IT WILL BE SEEN from the report of the Council of the Incorporated Law Society (*ante*, p. 631) that the Bill which the Council are promoting with a view to protect purchasers against the danger disclosed in the case of *Re Pope* (34 W. R. 654, 693, 17 Q. B. D. 743), proposes to make all writs, processes of execution, and orders for enforcing judgments, statutes, or recognizances void as against a purchaser for value unless registered at the Central Office, and also provides that a bankruptcy shall not affect a purchaser for value unless the receiving order is registered. The Bill also protects purchasers against statutory charges for improvements, drainage, or other purposes, unless they are registered at the Central Office; and provides that the clauses of the Conveyancing Act, 1882, as to official searches shall apply to the registers and entries proposed to be created and made; and also provides for the making of general rules by the judges and the presidents for the time being of the Incorporated Law Society and one of the provincial law societies, following in this respect the precedent of the Solicitors' Remuneration Act, 1881. We regret extremely that the Lord Chancellor has not seen his way to affording facilities for the introduction of this Bill during the present session. We believe that, notwithstanding all the attempts which have been made to explain away *Re Pope*, the remark with which our recent series of articles on Searches commenced—viz., that "no purchaser of land can safely pay his purchase-money"—is now admitted to be correct. Surely this state of things calls for immediate remedy, and we should have thought that the effect which the amendment proposed by the Bill would have in facilitating the first registration of land under any land transfer system would have inclined the present Government to promote the Bill by all the means in its power. Stranger still does it seem that no effectual provision should have been made in the Land Transfer Bill for removing the difficulty as regards

registered land. Clause 24, providing for the registration of rights in or over land, enables provision to be made by rules for registering in subsidiary registers (*inter alia*) "(d.) any writ, execution, process, or order affecting the land"; but the benefit of this provision is destroyed by the subsequent clause—" (2) Nothing in this Act, or in any rules under this Act, shall make registration under this section compulsory." It would seem to be the simplest matter in the world to take (d.) out of this section and make a distinct section of it, providing that any writ, &c., affecting the land shall be registered. This would afford a satisfactory remedy as regards registered land; but we hope to see the more general proposals of the Council of the Incorporated Law Society passed into law next session.

OUR READERS will find a case of *Harvey v. Oliver* reported in another column, relating to the costs which will be allowed on an appointment of new trustees. There has been a singular lack of authority on some of the questions involved in the decision, and disputes with regard to them have not been infrequent. On the first point noticed by Mr. Justice KAY, however, we apprehend there could be no doubt. The proper costs of appointing new trustees, under a power contained in the instrument creating the trust, always fall on the trust estate. This seems to have been regarded as settled so long ago as 1859, for Sir JOHN ROMILLY, M.R., said, in *Carter v. Sebright* (26 Beav., at p. 376), that, on an appointment of new trustees, "the costs are paid out of the estate generally, or out of *corpus*." But the question of difficulty always is, What are proper costs? We should have thought that the costs of the donee of the power, consisting of the bill of the solicitor acting for the donee, relating to obtaining the consents of, and appointing, the new trustees, were unquestionably proper; and, except on the technical ground taken by the taxing master, we are at a loss to see how these costs (apart, of course, from particular items) could be said to be improper. But the new trustees had paid to the executor of the last surviving trustee expenses incurred by him before the appointment of new trustees, in connection with the administration and proposed transfer of the trust estate. The executor refused to transfer the trust estate until these costs had been paid. Mr. Justice KAY allowed these costs, saying that it was for the defendants to shew that they were not charges which the original trustees were entitled to make against the trust estate, and the defendants had not shewn this. Again, the new trustees had incurred costs in examining by their own solicitor into the condition of the trust estate (which consisted, we believe, largely of investments on mortgage) and into the validity of their appointment. These costs also were allowed, the learned judge remarking that it was not only the right, but the duty, of new trustees to inquire into the condition of the estate of which they were to be trustees. The case was one of great complication, and we have not been able hitherto to ascertain the details of the costs; but it seems probable that there may be ultimately extracted from the decision some principles which will be of service to the advisers of new trustees.

FARMERS will be distressed to learn that mushroom-gathering is not a criminal offence. It was held in the recent case of *Gardner (Appellant) v. Mansbridge (Respondent)*, that mushroom-gathering was not within the Malicious Injuries to Property Act, 1861 (24 & 25 Vict. c. 97). The information was laid under section 52 of the Act, which enacts that "whosoever shall wilfully or maliciously commit any damage, injury, or spoil to or upon any real or personal property whatsoever for which no punishment is herein-before provided" [i.e., in the preceding sections of the Act, which embrace most imaginable specific injuries to specific kinds of property] shall, on conviction thereof, either be committed to prison or forfeit and pay such sum, not exceeding five pounds, as to the justice shall seem meet. In Mr. GARDNER's case the mushrooms grew in a wild state on his farm, and were a source of profit to him. The respondent picked mushrooms to the value of two shillings, but did no damage to the grass or fences. The justices dismissed a summons under the section above mentioned, and the court (A. L. SMITH and WILLS, JJ.) has held that they

were right, on the ground that, to constitute an offence of damaging real property within the section, there must be actual damage to the realty itself, and that mere damage to the product growing upon the realty was insufficient. From the occurrence of the word "spoil" in the section, we have some doubt as to the correctness of the decision, and it is at any rate to be regretted that, the case being a criminal one, no appeal lies. The offence apparently cannot be brought within any of the sections (ss. 31-37) of the Larceny Act, 1861, which deal with "larceny of things attached to or growing on land," those sections only applying to trees or shrubs or cultivated roots or plants. There is therefore apparently no criminal remedy for the farmer who has his mushrooms gathered and taken away at once in the usual way, but he has a civil remedy, which will usually be practically worthless.

A NOVEL POINT of divorce practice arose before Sir JAMES HANNEN last Saturday in a case of *Story v. Story and O'Connor*. The petitioner sued for a dissolution of marriage and for damages, while the respondent made recriminatory charges of adultery against her husband. The jury found that the respondent and co-respondent had been guilty of adultery, and they assessed the damages at £300; but they also found that the petitioner had committed adultery, and thereupon the President, acting under the provision of section 31 of the Divorce Act, 1857 (20 & 21 Vict. c. 85), that "the court shall not be bound to pronounce such decree if it shall find that the petitioner has, during the marriage, been guilty of adultery," dismissed the petition. Then arose the question as to the effect of this decision upon the co-respondent, who, in his answer, had not denied the acts of adultery, but only the marriage between the petitioner and the respondent. There was no authority on the point, but it was suggested that, since section 33 of the Divorce Act, 1857, enables a husband to claim damages from an adulterer, "either in a petition for dissolution of marriage or for judicial separation, or in a petition limited to such object only," the co-respondent could not avail himself of the circumstances which had caused the court to dismiss the petition, the two issues being independent of one another; but the President held that the refusal of the decree involved the failure of the petitioner's right to damages.

THE RIGHTS OF MIDDLEMEN.

NOTHING illustrates better the mode in which the common law of this country has adapted itself to the requirements of a mercantile community than the treatment by the courts of the claims of commission agents or middlemen. To the bare employment to sell a house, an estate, or a ship the law has attached a number of implied terms and stipulations, which it would take very many words to express, but which the daily practice of business men has shewn to be necessarily involved in the transaction. Thus a contract on the face of it simple, involving but one consideration and a corresponding promise, becomes in a court of law a complex and somewhat intricate agreement, with many stipulations on either side.

To illustrate this we will consider the ordinary case, of most usual occurrence, where the owner of a property simply requests an estate agent to find a purchaser. Here, of course, there is an implied promise to pay for the services of the agent, and at first sight this is all that the contract discloses. But the disputes which have arisen as to the rights of the parties under an agreement apparently so simple have been as numerous as, perhaps, have arisen in connection with any kind of transaction, and have resulted in the evolution of many implied stipulations which lay dormant under the simple form of contract, until one by one they have been exposed in deference to the exigencies of justice or the acknowledged practice of the business concerned. It will not be out of place to state as briefly, but as exhaustively, as possible what, according to well-known and long approved decisions, is really the engagement involved in the bare employment of an agent to let or sell property.

The employer is at liberty to employ as many other agents as he likes to do the same office, and if any other agent succeeds in performing the service, with however little labour, there is no liability to him who was first engaged, however great the trouble and expense to

which the agent first employed may have been put. As it is expressed, the agent or middleman is paid for the *success* of the services which he offers to give. In this respect the contract is anomalous and in antagonism to the fundamental principle which entitles a man to remuneration which he has undertaken at another's request.

Another respect in which the contract of the middleman is anomalous is this, that he has no right to insist upon a continuance of the authority given him, nor, if it is withdrawn, can he rely upon the averment that he was ready and willing to perform the contract entered into. In *Simpson v. Lamb* (4 W. R. 328, 17 C. B. 603) the defendant employed the plaintiff, a clerical agent, to sell an advowson for him for commission at the rate of five per cent. on the purchase-money. The defendant afterwards, without communicating with the agent, sold the living himself to a person with whom the agent had had no communication. The agent sued for wrongful revocation of authority. It was held that he could not recover, as an agent's authority is not "coupled with an interest," but it was intimated by the court that, had he incurred trouble or expense, he would have been entitled to compensation. As we have seen, even this right would not have remained to him had the principal sold through another agent.

Such being some of the more important stipulations attaching by implication to the bare employment of middlemen, it is unnecessary to say that all or any of these may be excluded by express agreement of the parties. In the words of Lord Justice Bowen in a recent case in the Court of Appeal (*Millar v. Toulmin*,* 34 W. R. 695, 17 Q. B. D. 603):—"Without special words in each particular case, the mere approach of the employer to the person who is employed, if the person employed is a middleman, is sufficient to raise the inference that the contract is in the usual form, and the ordinary form has been by habits of business crystallized into that form of contract; but a person, even in regard to these contracts, may make a contract in a special form if he chooses: he need not adopt the ordinary terms of employment into which the habits of business men have moulded the implied contract. It is for a jury to say what is the contract in such cases."

In the great majority of cases which have come before the courts it has happened that the contract was the ordinary one, resulting from bare employment without special terms. The question for decision has generally had reference to the performance of it. It is of frequent occurrence for an owner who has property to sell, let, or pledge to deal with persons with whom he has been brought in contact by the action of the agent, but with whom he negotiates directly. In the decision of such cases the courts follow the rule that it is the introduction which is to be regarded, rather than the conduct of the negotiations or the completion of the contract. Thus, in the case of *Green v. Bartlett* (14 C. B. N. S. 681), where an agent was employed to sell the Island of Herm on the terms that he should be paid commission on the price if he sold it, but if he failed he should be paid £25 to cover expenses, it appeared that the agent, having failed to dispose of the property at the auction held for the purpose, the principal afterwards withdrew the property from the agent's hands, paying him the £25. The owner subsequently sold to a person who had heard of him and his property at the agent's auction room. The court held that the agent, under these circumstances, was entitled to the commission on the sale price, upon the ground that the relation of buyer and seller between the parties was really brought about by him. The effect of this case, as stated by Willes, J., in *Curtis v. Nison* (24 L. T. 706), is to substitute the agreement made by the owner for that which the agent would have made. The case of *Mansell v. Clements* (9 C. P. 139) illustrates how strong is the claim of an agent through whose action a purchaser has been put in treaty with his principal, and how little will entitle him to his full commission in such a case, while from *Wilkinson v. Alston* (48 L. J. C. P. 733) it is to be gathered that his claim will not be defeated on account of the intervention of other persons between him and the buyer. The case of *Millar v. Toulmin* involves an interesting question on one branch of this subject, on which we refrain from comment until the decision of the House of Lords has been given.

It remains only to add that the agent will not forfeit his right to commission because the bargain between the principal parties falls

through, provided he has introduced a person willing to fulfil the conditions of the bargain which he was employed to negotiate (*Fisher v. Drewett*, 27 W. R. 12; *Prickett v. Badger*, 5 W. R. 117, 1 C. B. N. S. 296). In the words of Lord Cairns in *Green v. Lucas* (33 L. T. 584) it would be forcing the liability of agents if they were to be held liable for what happened after the introduction. If the contract goes off from the caprice of the principal or the infirmity of his title, it is immaterial to the agent.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY'S ACCOUNTS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you permit me to correct a serious error made last week by your reporter? I did not state at the annual meeting of the Incorporated Law Society that the society's income had increased. The reverse is the case. I stated at that meeting that it has decreased £124 9s. 1d. These figures have been officially admitted to be correct.

I will, with your leave, take this opportunity of saying that I regard Mr. Pennington's explanation of the increase in the expenditure on certain items from £2,936 10s. 8d. in 1884 to £5,503 2s. 4d. in 1886 as most unsatisfactory and incomplete. Vague assertions that the council has spent a large sum of money over the distribution of "rules" are not sufficient. The finances of the society will never be on a satisfactory basis until the council recognize that it is their duty to give much fuller details of their expenditure and to explain in their report the reason for any abnormal disbursement.

I will not now say anything about the duty of properly allocating the society's expenditure on "articled clerks" and "registration," although it is remarkable that a similar allocation is always made by the General Medical Council. Are doctors better accountants than lawyers?

W. P. W. PHILLIMORE, M.A., B.C.L.

July 20.

THE PRELIMINARY EXAMINATION.

[To the Editor of the Solicitors' Journal.]

Sir,—I am directed by the council to inclose to you for publication a prospectus of the Preliminary Examination embodying the new regulations which will come into force on and from the 1st of January, 1888.

The regulations as they now stand vary the former regulations only to the following extent:—

(1) Candidates are given the option of taking, in addition to elementary Latin, two languages as heretofore, or of taking one language only with algebra, inclusive of simple equations and the first four books of Euclid.

(2) In the language examinations, instead of passages being set from books previously specified, as hitherto, passages will be set for translation at sight, with the assistance of a dictionary.

S. W. B. BUCKNILL,

Assistant Secretary.

Incorporated Law Society, Chancery-lane, W.C.,
20th July.

The following is the prospectus referred to:—

SUBJECTS OF EXAMINATION IN THE YEAR 1888.

1. Writing from dictation.
2. Writing a short English composition.
3. (a) The first four rules of arithmetic, simple and compound; the rule of three; and decimal and vulgar fractions; (b) algebra up to and inclusive of simple equations, and the first four books of Euclid.
4. Geography of Europe and History of England.
5. Latin—elementary.
6. And any two languages to be selected by the candidate out of the following six—namely, (1) Latin, (2) Greek—Ancient, (3) French, (4) German, (5) Spanish, (6) Italian.

With reference to the subjects numbered 3 and 6, no candidate is obliged to take up algebra or Euclid (No. 3b), but if any candidate elects to do so, he may take up these with one only of the languages (No. 6).

No books will be previously specified for the language examinations, but passages will be given for translation at sight, with the assistance of a dictionary.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns, in the months of February, May, July, and October of each year:—Birmingham, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

* This case is now being heard on appeal in the House of Lords.

Candidates are required to give, at least 30 days before the day appointed for the examination, notice to the secretary of the Incorporated Law Society, of the languages in which they propose to be examined, the town at which they wish to be examined, and their age and residence, and place or mode of education.

All notices should be addressed to the secretary of the Incorporated Law Society, Chancery-lane, W.C.

Candidates who fail to pass, or attend at the examination for which they have given notice, may attend at any subsequent examination. A renewed notice must, in that case, be given fourteen days at least before the date of such subsequent examination.

Days of Examination.	Last Day for giving Notice.	Last Day for giving renewed Notice.
Wednesday, 6th, and Thursday, 9th February, at 10.	Monday, 9th January.	Tuesday, 24th January.
Wednesday, 2nd, and Thursday, 3rd May, at 10.	Tuesday, 3rd April.	Tuesday, 17th April.
Wednesday, 4th, and Thursday, 5th July, at 10.	Monday, 4th June.	Tuesday, 19th June.
Wednesday, 24th, and Thursday, 25th October, at 10.	Monday, 24th September.	Tuesday, 9th October.

The fee payable on giving notice of examination is £2, and for a renewed notice £1.

Cheques or Post Office Orders should be crossed "Messrs. Goslings & Sharpe."

CASES OF THE WEEK.

ESDAILE v. CITY OF LONDON UNION—C. A. No. 1, 14th July.

POOR LAW—RATING—TITHES—STATUTORY PAYMENTS IN THE CITY OF LONDON.

This was an appeal from the decision of a divisional court (Denman and Mathew, JJ.), reported 35 W. R. 497. The plaintiffs were the trustees under the will of E. J. Eddale, and, as such, were possessed of his interest in the annual sum of £6,500, payable under the following circumstances. The Act 37 Hen. 8, c. 12, provided for the annual payment to the clergy of certain sums of money (which were in the Act called tithes) in respect of houses in the parish of St. Botolph Without, Aldgate. In 1881 E. J. Eddale was the lay impropriator of those tithes or sums of money, and in that year, by the St. Botolph Without, Aldgate, Act (44 & 45 Vict. c. cxcvii.), it was provided that the annual sum of £6,500 should be paid to the lay impropriator instead of such annual tithes or sums of money, and that such sum should be levied on the persons by law rateable to the poor rates in that parish. In June, 1885, the plaintiffs were rated to the poor rate in respect of the sum of £6,500 as lay impropriators. It was admitted that the tithes or sums of money had never been assessed for the relief of the poor, and that no one had ever been rated in respect of them. The plaintiffs appealed against the rate, and the Court of General Assessment Sessions allowed the appeal, and their decision was upheld by the Divisional Court.

The Court (Lord Esher, M.R., Lindley and Lopes, L.JJ.) affirmed their decision. Lord Esher, M.R., said that, in order to make this sum of money rateable, it must be shown that it represented tithes within 43 Eliz. c. 2 or payments in lieu of such tithes as were made rateable by that Act. It was clear that the sums of money which were now represented by the annual payment of £6,500 were not tithes in the ordinary sense of the word. They were not payable on land, but on houses. To show that they were payments in lieu of tithes, however, it must be proved that tithes had existed and had been extinguished. There was no evidence that tithes had ever been payable in the City of London; still less was there any evidence that tithes had existed there and had been extinguished, and that these payments had been substituted for them. It appeared far more likely that these were personal payments for the support of the clergy which were not rateable, and this view received confirmation from the fact that these payments had never been assessed to the poor rate. Lindley, L.J., said it would be contrary to the intention of the Legislature to make the annual sum of £6,500 rateable if those payments in respect of which it was given were not rateable. It was incredible, if those payments were rateable, that they would not have been rated before, and it was a fair inference from that fact that they had never been considered as falling within 43 Eliz. c. 2. Lopes, L.J., said that these payments had none of the attributes of tithes, which were charges on land and recoverable by distress. If they were payments in lieu of tithes there ought to be some proof of the existence at one time of tithes for which they had been substituted.—COUNSEL, Sir Edward Clarke, S.G., and John Henderson; Sir R. E. Webster, A.G., and Sidney Woolf. SOLICITORS, Baylis & Pearce; Winters & Co.

LEA v. FACEY.—C. A. No. 1, 15th and 16th July.

IMPROVEMENT COMMISSIONERS—PENALTY—PUBLIC HEALTH ACT, 1875.

This was an appeal from the decision of Wills, J., reported 17 Q. B. D. 131. The action was brought to recover a penalty of £50 alleged to have been incurred by the defendant under sections 9 and 15 of the Commissioners Clauses Acts, 1847, by acting as a member of the Board of Improvement Commissioners for Abergavenny under certain local Acts, when he was disqualified from so acting by reason of his being concerned

in a contract made by the commissioners under the authority of such Acts. The defence set up was, *inter alia*, that the defendant had not received notice of action as required by section 264 of the Public Health Act, 1875, and also that the plaintiff had not obtained the consent of the Attorney-General to the action, as required by the Public Health (Members and Officers) Act, 1885. By certain local Acts which incorporated the Commissioners Clauses Act, 1847, a board of improvement commissioners was constituted for the district of Abergavenny, which by virtue of the Public Health Act, 1875, became the urban sanitary authority within such district. The defendant was a member of such board, and had acted as such by voting for the imposition of an Improvement Act district rate. The expenses to meet which the rate was made, were, some of them, expenses authorized to be incurred by the local Acts only, some of them authorized to be incurred by the Public Health Act only, and some of them authorized both by the local Acts and the Public Health Act. The plaintiff alleged that the defendant, when so acting, was disqualified by reason of his being lessee from the commissioners of certain premises. The sole question dealt with at the trial was whether the restrictions imposed by the Public Health Act on actions against members of urban sanitary authorities applied to acts done by a member of a board of improvement commissioners, being an urban sanitary authority, in the exercise of the powers of the local Acts. The defendant had not received any notice of action, nor had leave to bring the action been obtained from the Attorney-General. Wills, J., held that the effect of the Public Health Act was to reconstitute the improvement commissioners as new bodies under the Act, and that, therefore, such commissioners, when subsequently acting in exercise of the statutory powers conferred by the local Acts, were acting under the Public Health Act, and were entitled to the protection and privileges given by that Act, and he gave judgment for the defendant accordingly. The plaintiff appealed.

The Court (Lord Esher, M.R., Lindley and Lopes, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that two points were raised, first, that the defendant was at the time he acted in point of law not a member of the urban sanitary authority, in consequence of some disqualification, and, secondly, that what he did was done under the local Acts, and not under the Public Health Act, 1875. As to the first point, the evidence was clear that, even if he was disqualified, the defendant *bona fide* believed that he was a member of the urban sanitary authority, and acted accordingly. That brought him within the case of *Hughes v. Buckland* (15 M. & W. 346), which decided that a person acting under a *bona fide* belief was entitled to protection. As to the second point, section 10 of the Public Health Act, 1875, had transferred all rights and powers of a board of improvement commissioners to the sanitary authorities appointed by that Act, and, therefore, when the urban sanitary authority assumed to act under the local Acts, they were in reality acting under the Public Health Act, 1875, and were entitled to the protection given by that Act and by the Act of 1885. Lindley and Lopes, L.JJ., delivered judgment to the same effect.—COUNSEL, Cunningham Glen. SOLICITORS, J. F. & G. F. Marshall, for Gabb & Walford.

CREARS v. HUNTER—C. A. No. 1, 12th July.

PRINCIPAL AND SURETY—PROMISSORY NOTE—GUARANTOR—FORBEARANCE TO SUE—CONSIDERATION.

Action on a promissory note for £200, payable on demand. In 1876 the defendant's father borrowed £200 from the plaintiff, and in 1877, when the defendant came of age, the plaintiff brought a blank stamped form of promissory note to the house where the defendant and his father were living. There was no evidence as to what occurred then, except that the promissory note was filled in and signed by the defendant and his father as security for the above loan of £200 in the following form:—"We, jointly and severally, promise to pay to W. Cears or his order £200, being money lent, with interest on same, half-yearly, at the rate of 5 per cent. per annum." The father having died, the plaintiff now sued the defendant upon the note, and the defence set up was no consideration. The jury were of opinion that the defendant signed the note in order that the plaintiff might give time to the father to pay the £200, and the plaintiff did give time. A. L. Smith, J., entered judgment for the plaintiff, but the Divisional Court entered judgment for the defendant, on the ground that there was no consideration for the defendant's signature. The plaintiff appealed. *Crofts v. Beale* (11 C. B. 172), *Oldershaw v. King* (2 H. & N. 517), and *Miles v. New Zealand Alford Estate Co.* (34 W. R. 669, 32 Ch. D. 266) were cited.

The Court allowed the appeal. Lord Esher, M.R., said that though the promissory note on its face did not delay payment of the £200, yet, from the provision as to payment of interest, it shewed that it was intended by the parties that it was not to be sued on at once. There was no agreement by the plaintiff not to sue the father, but the substance of the transaction was that if the defendant signed the note as surety the plaintiff would forbear from suing the father. If a person requests a creditor to forbear from suing the original debtor, and the creditor, though he does not bind himself to forbear, does, as a fact, forbear from suing the debtor, that constitutes a good consideration for that other person becoming guarantor. It was not necessary that there should be a binding promise to forbear. The case of *Oldershaw v. King* shewed that. The request to forbear need not be express, but might be implied from the surrounding circumstances. In this case there was evidence from which the jury might infer such a request, and, as a matter of fact, the plaintiff did forbear from suing the father. The judgment of the Divisional Court must be reversed, and the verdict of the jury restored. Lindley and Lopes, L.JJ., concurred.—COUNSEL, French, Q.C., and Mattinson; Gully, Q.C., and Henry. SOLICITORS, Speechly, Munford, & London, for Atkinson & Bennett, Whitehaven; Helder & Roberts, for E. Atter, Whitehaven.

PALLISER v. GURNEY—C. A. No. 1 (sitting as a Divisional Court), 18th July.**CONTRACT OF MARRIED WOMAN—SEPARATE PROPERTY AT TIME OF CONTRACTING—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1.**

This was an appeal from the judgment of the judge of the City of London Court. The action was for £17 10s., the price of wine supplied to the defendant's order. The defendant was a married woman, who was said to be carrying on business as a Court dressmaker; but there was no evidence that she was possessed of any separate property at the time when she ordered the wine. The judge gave judgment for the defendant. It was argued on behalf of the appellant that the intention of the Married Women's Property Act, 1882, was to confer on every married woman the capacity of contracting so as to bind any separate property which she became possessed of, and that it was not necessary that she should have separate property at the time of contracting. Sub-sections 3 and 4 of section 1 were relied on, and it was urged that the judgment of Pearson, J., in the case of *Re Shakspeare, Deakin v. Lakin* (33 W. R. 744, 30 Ch. D. 169), ought not to be followed.

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) dismissed the appeal. The question whether the defendant was bound by this contract depended on the Married Women's Property Act, 1882. Section 1, sub-section 2, of that Act said that a married woman should be capable of entering into and rendering herself liable in respect of and to the extent of her separate property on any contract. The true construction of those words must be, in accordance with the decision of Pearson, J., that a contract to bind a married woman must be a contract entered into by her at the time when she had existing separate property. Sub-section 3 had been inserted to meet a difficulty, which had been previously felt, as to whether a married woman's separate property was bound by her general engagements; and the meaning of it was that where any contract had been entered into by a married woman, that is, by a married woman having at the time separate property, that contract should bind her separate property, whether the separate property was mentioned in the contract or not. And sub-section 4 meant that where a married woman having separate property entered into a contract, she thereby bound, not only her then existing property, but also any future separate property which she might acquire. Here there was no evidence that the defendant had any separate property at the time of entering into the contract. Therefore the judgment for the defendant was right.—COUNSEL, Hilbery; Gye. SOLICITORS, R. Chandler; G. S. & H. Brandon.

PALMER v. MALLETT—C. A. No. 2, 18th July.**COVENANT—CONSTRUCTION—JOINT OR SEVERAL—COVENANT IN RESTRAINT OF TRADE ENTERED INTO WITH PARTNERS—DISSOLUTION OF PARTNERSHIP—SUBSEQUENT BREACH AS TO ONE PARTNER.**

This was an appeal against an order made by Chitty, J., restraining the defendant from committing a breach of an agreement not to set up or carry on the business or profession of a surgeon, &c., within certain limits. In October, 1885, the defendant, M., entered into the employment of H. & P., who were then carrying on in partnership, at Newtown, the business of general medical practitioners, as their salaried assistant. On the 4th of December, 1885, the defendant gave H. & P. a bond, by which he became bound to pay to them, their executors, administrators, or assigns, the sum of £1,000. The bond contained the following recitals:—"Whereas M. has lately been taken into the employment of H. & P. as an assistant in their business or practice of surgeons, accoucheurs, and apothecaries, carried on by them in Newtown and its surroundings; and whereas one of the terms upon which M. was taken into the employment of H. & P. was that he should not at any time set up or carry on the business or profession of a surgeon, accoucheur, apothecary, or physician in Newtown, or within ten miles thereof, and that he should enter into and execute these presents." The condition of the bond was, "that, if M. shall not at any time hereafter, directly or indirectly, and either alone or in partnership with or as assistant of any other person or persons, or otherwise howsoever, set up or carry on the profession or business of a surgeon, accoucheur, apothecary, or physician, or any branch thereof, or any professional business connected therewith, within the town of Newtown, or within ten miles thereof, without the consent in writing of H. & P., their executors, and administrators, or assigns, being first obtained for that purpose; and if M. shall not, either by himself or by any other person or persons, either on behalf of himself or any other person or persons, at any time hereafter solicit the custom or support of any of the persons who are now, or may hereafter from time to time be, the customers or patients of H. & P., their executors, administrators, or assigns, or either of them, in or in connection with such profession or business as aforesaid, or solicit any of such persons to discontinue his or her employing H. & P., their executors, administrators, or assigns, or either of them (but so that nothing herein contained shall prejudice or affect the right of H. & P., their executors, administrators, or assigns, to restrain by injunction any breach on the part of M. of the agreement hereinbefore recited, and to recover damages against him, his executors, administrators, or assigns, for any antecedent breach thereof, in lieu of taking proceedings against him or them under the above-written bond), then the above-written bond shall be void and of no effect, or otherwise shall be and remain in full force and virtue." On the 2nd of May, 1887, the partnership was dissolved by the judgment of the court in an action for dissolution, and thenceforth H. & P. each carried on business separately in Newtown. The defendant entered into the employment of H. as a salaried assistant, and P. brought this action to restrain the defendant from so acting, on the ground that he was thereby committing a breach of the above agreement. The only evidence of the agreement was the recital

of it contained in the bond. Chitty, J., granted an injunction, and the defendant appealed. It was argued on behalf of the defendant that the agreement was only a joint one—not joint and several—and was intended for the protection of the joint business only, and that business being now at an end, the plaintiff alone could not sue on the agreement; that acting as an assistant to another person was not a breach of an agreement not to "set up or carry on the business or profession of a surgeon," &c.; and that the words "assistant of any other person or persons" in the condition of the bond meant any person or persons other than the parties to the agreement, and did not apply to the acting as an assistant to one of those persons.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that it was necessary to look at the position of the parties at the time when the agreement was entered into. H. & P. were then carrying on business in partnership, but, though the partnership was for their joint lives, it was liable to be dissolved. They had a joint interest in the agreement, but each of them had also a separate interest in the event of a dissolution of the partnership. That being so, his lordship thought that the proper construction of the agreement, which was evidently not fully recited in the bond, was that it was entered into by the defendant with H. & P. jointly and severally. PARKES, B., said, in *Sorebie v. Park* (12 M. & W. 158), "The rule is, that a covenant will be construed to be joint or several according to the interest of the parties appearing upon the face of the deed, if the words are capable of that construction; not that it will be construed to be several by reason of several interests, if it be expressly joint." And the rule was similarly stated in *Sheppard's Touchstone*, 7th ed., vol. 1, p. 166. In his lordship's opinion the court having only this recital before it, which both parties had admitted was the only evidence of the agreement, the agreement ought, having regard to the position of the parties, to be considered joint and several. Then it was said that the agreement being "not to set up or carry on the business or profession of a surgeon," &c., it was not a breach of it to act as assistant to another person who was carrying on such a business when the assistant had no interest in the profits of the business. His lordship thought this could not depend upon whether the assistant received only a salary. The case was quite different from that of a covenant not to carry on a trade, such as *Allen v. Taylor* (19 W. R. 556). Such a covenant implied the carrying on of a trade in such a way as to share in the profit or loss. Here the words were "business or profession," and his lordship could not see how a man was the less carrying on "the business or profession of a surgeon" when he was only acting as assistant to another person than when he was doing so on his own account. And the word "profession" was much more emphatic than the word "business." BOWEN and FRY, L.JJ., concurred.—COUNSEL, Aston, Q.C., and Yates Lee; Romer, Q.C., and Alan Stewart. SOLICITORS, Bolton, Robbins, Bush, & Co.; Talbot & Quayle.

Re AVERY'S PATENT—C. A. No. 2, 18th July.**PATENT—REVOCATION—"FRAUD"—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 26.**

This was an appeal from a decision of Stirling, J. (35 W. R. 541), refusing to revoke a patent on the ground of "fraud." Section 26 of the Patents, Designs, and Trade-Marks Act, 1883, provides that the revocation of a patent is to be obtained by petition instead of by the old writ of *certi facias*. Sub-section 4 of section 26 provides that the petition may be presented (a.) by "any person alleging that the patent was obtained in fraud of his rights, or of the rights of any person under or through whom he claims," and (d.) by "any person alleging that he, or any person under or through whom he claims, was the true inventor of any invention included in the claim of the patentee." The present petition was presented under (c.). The petitioner, Avery, had a patent in America. In January, 1885, he executed a power of attorney to W. to apply for patents in England and other European countries, and also gave W. power to appoint a substitute. At the same time an agreement was entered into between Avery, W., and L. and B., under which the four were to participate equally in the profits to be derived from licensing the use of and selling the patents in Europe. W. appointed L. his substitute; L. took out the patent, but in doing so he did not take it out as "a communication from abroad," but declared that he was himself the first and true inventor. A company was formed which obtained an assignment of the English patent rights. The petition alleged that, instead of obtaining letters patent on behalf of the petitioner on a communication from abroad, W. had conspired with L. to wrongfully and by fraud obtain from the Crown the grant of letters patent on behalf of himself as the true inventor. L. and W. were respondents to the petition, and they resisted an order for revocation. B. and the company were also respondents, and they supported the petitioner. There was evidence that L. had taken out the patent as he did under the advice of a patent agent. Stirling, J., held that there was no actual fraud, and that the fraud which is necessary for the revocation of a patent under sub-section 4 (a.) must be something more than a mistake or misconception; there must be some intention to commit a fraud on the petitioner, or an intention to derive some benefit to which the person taking out the patent was not entitled. He dismissed the petition, but without prejudice to the right of the petitioner to present a fresh petition under sub-section 4 (d.), on the ground that he was the true inventor. On behalf of the appellant it was urged that it was not necessary that anything should have been done with an intention to deceive or get an unfair benefit, but that in "fraud of rights" included anything improperly done by an agent so as to take away rights of his principal and occasion him loss. The declaration by L. that he was the true inventor was, in law, a fraud on the Crown, which would endanger the patent, and was, therefore, a fraud on the appellant's rights in the invention.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision, reserving, as Stirling, J., had done, a right to the petitioner to

present a new petition under sub-section 4 (d.) Corron, L.J., said that there was no evidence that L. had committed any fraud in fact; the evidence was the other way. In his lordship's opinion, the mere fact that an agent had made a mistake, even though it caused loss to the principal, was not enough to enable the court to say that there had been an act done in fraud of the principal's rights. In order that there might be "fraud" there must be something done with an intention to deprive the principal of his rights, or to give the agent a benefit. BOWEN and FRY, L.J.J., concurred.—COUNSEL, Oswald and Roger W. Wallace; Pochin; Graham Hastings, Q.C., and Yate Lee. SOLICITORS, Edmund Kimber; Neish & Howell.

Re KNIGHT, KNIGHT v. GARDNER—Kay, J., 19th July.

PRACTICE—ADMINISTRATION ACTION—INQUIRY AS TO HEIR-AT-LAW—COSTS OF UNSUCCESSFUL CLAIMANT.

An inquiry having been directed in this action as to who was the heir-at-law of the deceased, two persons brought in rival claims, which were investigated in chambers, and one of the claimants was found by the chief clerk to be the heir-at-law. Thereupon the unsuccessful claimant took out a summons to vary the certificate by declaring him to be the heir-at-law, and the certificate was varied accordingly, the court proceeding mainly on the ground that certain hearsay evidence which had been adduced in support of the rival claim was inadmissible without independent evidence that the deponent was a member of the deceased's family. The question then arose whether the claimant who had failed was entitled to his costs out of the estate, or was liable to pay the costs occasioned by his claim.

KAY, J., held that there was no general rule that, on an inquiry as to who was heir-at-law or next of kin, a person who failed to establish his claim was entitled to have his costs out of the estate. On the contrary, the rule was correctly stated in Seton on Decrees, 4th ed., p. 66, 67, that a claimant failing in chambers to make out his claim might be ordered to pay the costs thereby occasioned. But this rule must be applied according to the circumstances of each case. In the present case the unsuccessful claimant would not have any costs of the inquiry, and must pay the costs of the summons to vary the chief clerk's finding.—COUNSEL, Millar, Q.C., and Methold; Marten, Q.C., and Eyre; Vernon Smith; and S. Stephens. SOLICITORS, Jennings, Son, & Burton; G. L. P. Eyre & Co.; Burton, Yeates, Hart, & Burton; R. Hewlett.

HARVEY v. OLLIVER—Kay, J., 19th July.

COSTS—TAXATION—APPOINTMENT OF NEW TRUSTEES—COSTS, CHARGES, AND EXPENSES INCURRED AS TRUSTEES—EXPENSES INCURRED BEFORE THE APPOINTMENT—COSTS OF FORMER TRUSTEES—COSTS OF EXAMINING CONDITION OF ESTATE—COSTS OF DONEE OF POWER OF APPOINTMENT.

This was a summons to allow the defendants' objections to the taxation of their costs and to refer it back to the taxing master to vary his certificate. The action was for partition of real estate devised by a will which contained a power to appoint new trustees. By an indenture of the 3rd of March, 1883, the donee of the power appointed the defendants trustees of the will in the place of the original trustees, who were dead. On the 27th of March, 1885, an order was made in the action which, *inter alia*, directed taxation of the costs of the parties, including in the costs of the defendants "any costs, charges, and expenses properly incurred by them as trustees of the will of the testator beyond their costs of the action." On taxation the taxing master disallowed—first, payments made by the defendants in respect of expenses incurred by the original trustees before the 3rd of March, 1883. These payments had been made to the executor of the last surviving trustee, who refused to transfer the estate till he was paid. They consisted of charges by the solicitor of the executor for winding up and transferring the estate to the defendants. Secondly, the costs of examining by their own solicitor into the condition of the trust funds—the details of which were excessively complicated—and the validity of their own appointment. Thirdly, the costs of the donee of the power, consisting of the bill of the solicitor employed by her and the original trustees relating to obtaining the consent of and appointing the new trustees. The taxing master did not go into the items, but disallowed all these costs on the ground that the order gave costs to the defendants only, and that that did not include the costs incurred before their appointment.

KAY, J., said that he had never before heard it disputed that, where new trustees were appointed under a power contained in the instrument creating the trust, the costs of that appointment, including those of the donee of the power, ought to be paid out of the estate. On the first point, the defendants were perfectly right if the charges they paid were such as the original trustees were entitled to make. It was for those who objected to the payment to shew that it was wrong, and they had not done so. On the second point, it was not only the right, but the duty, of new trustees to inquire into the condition of the estate of which they were to be trustees, and to have the costs of transferring the estate to them treated as costs of their appointment. On the third point, the costs of the donee ought to be paid out of the trust estate. The only way to get them was to ask the new trustees for them, and if they paid them they were entitled to be repaid out of the estate. The particular items would, of course, be subject to the taxing master's discretion.—COUNSEL, George Henderson; Levett. SOLICITORS, Rose & Johnson; Bolton, Robbins, & Bush.

Re THE BROAD-STREET STATION DWELLINGS AND WORKSHOPS CO.—Chitty, J., 15th July.

COMPANY—CONTRACT IN CONSIDERATION OF ALLOTMENT OF FULLY PAID-UP SHARES—OMISSION TO REGISTER—RECTIFICATION OF REGISTER—COMPANIES ACT, 1867, s. 25.

In this case a motion was made under section 35 of the Companies Act,

1862, by the allottees of fully paid-up shares, for rectification of the register of shareholders by striking out the applicants' names therefrom and for re-issue to the applicants of new shares. It appeared that in March, 1883, an agreement was made between the applicants and the company for the erection by the applicants of certain buildings, and that the applicants should receive fully paid-up shares in part payment for their work. In August, 1883, the shares were issued to the applicants upon completion of the work. In August, 1886, it was ascertained that the agreement had never been registered as provided for by section 25 of the Companies Act, 1867. It was submitted, on behalf of the applicants, that in order to obtain an order on the motion all that was required was evidence that the allottees were ignorant of the omission to register. *Re Denton Colliery Co.* (22 W. R. Dig. 66, 18 Eq. 16); *Re New Zealand Kapanga Gold Mining Co.* (18 Eq. 17); *Re Droitwich Salt Co.* (22 W. R. 767); and *Re Darlington Forge Co.* (35 W. R. 537, 34 Ch. D. 522) were cited. The company appeared and raised no objection. It appeared that there were only two creditors of the company, one of whom was stated to assent to the application, and the other, a mortgagee, had not assented.

CHITTY, J., said that he had sent for the affidavits in *Re New Zealand Kapanga Gold Co.*, which was the case chiefly relied upon by the applicants, and it appeared from them that in that case there was the strictest evidence of the solvency of the company. He should make an order as asked upon production of evidence of the assent of the one creditor, and the order must also be served on the other creditor, with leave for him to move within three weeks to discharge it.—COUNSEL, Romer, Q.C., and F. B. Palmer; G. P. O. Lawrence. SOLICITORS, Mackrell, Maton, & Godlee; Baker, Blaker, & Hayes.

HERON v. HERON—North, J., 18th July.

MARRIED WOMAN—EQUITY TO A SETTLEMENT—ABSOLUTE LEGAL INTEREST IN LEASEHOLDS AND SHARES IN JOINT-STOCK COMPANIES—JUDICATURE ACT, 1873, ss. 24 (4), 25 (11).

In this case a question arose as to the effect of the Judicature Act, 1873, upon a married woman's equity to a settlement. The plaintiff, who was then a spinster, became, under the will of an uncle who died in November, 1880, entitled to some leasehold houses and some shares in joint-stock companies. In May, 1882, she married J., and he, in September, 1885, executed an assignment, by way of mortgage, of the houses and the shares to R., in October, 1885, commenced an action in the Queen's Bench Division against the wife, for the recovery of the title deeds relating to the houses and the certificates of the shares. The shares stood in the wife's maiden name. The wife delivered a counter-claim by which she asserted that she had an equity to a settlement out of the property, and she brought this action in the Chancery Division against her husband and R. to enforce that equity. The actions were consolidated, and the consolidated action came on to be argued, on the question of law, whether such a right as the wife alleged could exist. On behalf of the defendants it was contended that the husband had a legal right to the property by virtue of the marriage, and that, as he did not need the assistance of a court of equity to enforce his right, no equity to a settlement could exist. On behalf of the wife it was urged that since the Judicature Act every branch of the High Court is a court of equity as well as a court of law, and that, in case of any conflict between the rules of equity and the rules of common law, the rules of equity are to prevail. Consequently, if a husband now came to a court of law to enforce his legal right to his wife's property, that court would recognize her right to a settlement. And it did not signify whether the application to the court was made in the first instance by the husband or the wife.

NORTH, J., held that there was no equity to a settlement. The husband had a legal interest in the leaseholds, and he was not claiming the assistance of any court. Whether, if he were coming to the court to assist him in enforcing his right, the wife would have any equity to a settlement it was not necessary to decide, though, in that case, there might be a good deal to be said in her favour. But, as he was not invoking the assistance of the court, it was clear that before the Judicature Act the wife would have had no right to intercept his legal right, and the Judicature Act had made no difference. The shares stood in the same position. Either under the Companies Clauses Act, 1845, or under the Companies Act, 1862, the husband could enforce the registration of the shares in his own name without the wife's assent, and in spite of her opposition.—COUNSEL, Cozens-Hardy, Q.C., and Yate Lee; Cookson, Q.C., and Gatey. SOLICITORS, E. Flux & Leadbitter; Pattison, Wigg, & Co.

Re COLLINGE'S SETTLED ESTATES—North, J., 14th July.

SETTLED LAND—TENANT FOR LIFE—POWER OF SALE—TENANT FOR LIFE OF UNDIVIDED MOIETY—SETTLED LAND ACT, 1882, ss. 2 (5) (6), 19.

The question in this case was whether a tenant for life of an undivided moiety of land had power to sell the land under the Settled Land Act, 1882. A testator by his will, made in 1852, devised real estate to trustees, on trust to pay the income to his wife for her life, and after her death on trust to divide the income between his sons James and John, in equal shares, during their respective lives, and after the death of either of them on trust to divide the income unto and equally between the testator's surviving son and the issue then living of the deceased son (the issue to take the parent's share only), and after the death of the survivor of the testator's sons, on trust to sell the property, and to divide the proceeds of sale, and the rents until sale, into two equal shares, and to pay one of such shares to the issue of the son James and the other to the issue of the son John, in equal shares. But, in case the sons, or either of them, should die without leaving issue, then on trust to pay one moiety of the

proceeds of sale, and of the rents until sale, to such person or persons as such son or sons so dying without issue should bequeath the same by his will. The will did not contain any disposition of either moiety in case of the sons, or either of them, dying without issue and without exercising the power of appointment thus given to him. The testator died in April, 1852, and the wife died in April, 1876. The son, John, died in January, 1876, without having been married, and without having exercised the power of appointment. His moiety of the estate accordingly descended to the son James, as undisposed of by the testator's will. James had issue. He sold the moiety which thus descended to him, and conveyed it to the purchaser in fee. In August, 1886, the court appointed trustees of the will for the purposes of the Settled Land Act. The son James gave the trustees notice of his intention to sell the undivided moiety of the land of which he was tenant for life under the will. The trustees took out this summons to determine whether he was entitled to do this. Sub-section 5 of section 2 of the Settled Land Act, 1882, provides that "The person who is for the time being, under a settlement, beneficially entitled to possession of settled land for his life, is, for purposes of this Act, the tenant for life of that land, and the tenant for life under that settlement." And by sub-section 6, "If, in any case, there are two or more persons so entitled as tenants in common, or as joint tenants, or for other concurrent estates or interests, they together constitute the tenant for life for purposes of this Act." By section 19, "Where the settled land comprises an undivided share in land, or, under the settlement, the settled land has come to be held in undivided shares, the tenant for life of an undivided share may join or concur in any manner, and to any extent necessary or proper for any purpose of this Act, with any person entitled to or having power or right of disposition of or over another undivided share."

NORTH, J., held that the tenant for life was not entitled to sell the settled moiety. He was not entitled to the beneficial possession of "land" for his life, but only to possession of an undivided moiety of land. Sub-section 6 recognized a case in which there were tenants for life of undivided moieties of land, but it did not say that each of them should be a "tenant for life." During the joint lives of the sons James and John neither of them could have sold alone, and if James could not have sold alone during the life of John, it was not easy to see why he could sell alone when the other moiety had become vested in a stranger. Section 19 only provided that the tenant for life of an undivided share might "join or concur" with any person entitled to, &c., another undivided share. It was contended that that section did not prevent the tenant for life of an undivided moiety from acting alone. If this had been intended the Legislature would have said so. The Legislature had taken care to protect the interests of persons entitled in remainder, and there were obvious reasons rendering it undesirable in their interest that a tenant for life should have power to sell an undivided moiety separately. In his lordship's opinion the tenant for life could not sell without the concurrence of the owner of the other moiety.—COUNSEL, *Upjohn; L. Ryland*. SOLICITORS, *Clarks, Woodcock, & Ryland*.

Re MARCUS, MARCUS v. MARCUS—North, J., 19th July.

PRACTICE—ORIGINATING SUMMONS—INQUIRIES—FURTHER CONSIDERATION.

This was an originating summons raising points as to the construction of a will. It came on for hearing in January, 1886, when some of the points were disposed of and certain inquiries were directed. Further consideration was not adjourned, but liberty to apply was reserved. The inquiries having been answered, some questions of construction remained to be argued, and application was made to the court for directions as to the mode of bringing on the case for argument.

NORTH, J., said that the case might be placed in the paper on the next day on which he should take further considerations.—COUNSEL, *Farwell*. SOLICITORS, *Pritchard, Englefield, & Co.*

TROITZSCH v. REES—Stirling, J., 15th July.

COPYRIGHT—PICTURES—INFRINGEMENT—SALE OF COPIES MADE BEFORE REGISTRATION—ENTRY OF "SUBSEQUENT ASSIGNMENTS"—25 & 26 VICT. c. 63, ss. 1, 4.

The plaintiff in this case applied for an injunction to restrain the defendant from publishing or selling copies of a painting called "Christ Healing the Sick" or otherwise infringing the plaintiff's copyright therein. The plaintiff, who had purchased the picture and copyright, registered it at Stationers' Hall on the 15th of April, 1887, under the Copyright Acts 5 & 6 VICT. c. 45 and 25 & 26 VICT. c. 63. The defendant published an engraving of the picture, which had been made before the date of such registration, and had sold copies of that engraving, some of which copies had also been printed before the date of registration. The question was whether, and to what extent, the plaintiff's copyright had been infringed by the defendant, and that depended chiefly upon sections 1 and 4 of the Copyright Act, 1862 (25 & 26 VICT. c. 63).

STIRLING, J., said that as regarded copies of the picture which had been made before the date of registration the motion must fail. The case of *Tuck v. Priestner* (19 Q. B. D. 43) shewed conclusively that the sale after registration of copies made and imported before registration was not wrongful. With regard to the question whether the defendant could be restrained from producing any further copies of the picture, it had been objected by the defendant that the registration was insufficient because it contained no entry of the assignment of the copyright to the plaintiff. *Graves' case* (4 Q. B. 715) shewed that it was not necessary to register a prior assignment, and his lordship thought that it was not necessary under section 4 of the Copyright Act, 1862, to register the assignment under which the person who first makes the entry claims. The injunction

would, therefore, be granted so far as to restrain the defendant from producing further copies of the picture.—COUNSEL, *Hastings, Q.C.*, and *Alexander; Fischer, Q.C.*, and *Heddell*. SOLICITORS, *Herbert Bentwich; Poole & Co.*

THE POSTMASTER-GENERAL v. GREEN—Q. B. Div., 20th July.

POST OFFICE—TELEGRAM SENT BY MISTAKE AS A PRESS MESSAGE—EXCESS CHARGE.

This was an appeal from a judgment of the Judge of the City of London Court. The action was for 3s. 6d., excess charge on a telegraphic message. The defendant handed in at a post office a message on a press message form with three addresses. By the rules of the General Post Office, a press message can only be addressed to newspapers, clubs, or agencies registered at the General Post Office for the receipt of telegrams. The charge for press messages is at the rate of one shilling for a hundred words. Two of the addresses given by the defendant were registered addresses; but the third, that of the Central Press, was not registered. This was not noticed by the clerk, who demanded 3s. 4d., and sent the telegram as a press message. Subsequently the Post Office demanded 3s. 6d., the excess charge. The defendant refusing to pay, the Postmaster-General brought this action, and obtained judgment. It was argued on behalf of the appellant that the question whether any address was registered was a matter within the knowledge of the Post Office, and that, after the message had been sent, no claim could rightly be made for any excess.

THE COURT (LORD Esher, M.R., LINDLEY and LOVELL, L.JJ.) dismissed the appeal. The clerk had made a mistake, but that did not operate as an estoppel. He had not made any representation, and, if he had, he had no authority to do so.—COUNSEL, *H. C. Richards; Casserley*. SOLICITORS, *J. G. Lemon; Solicitor to the Post Office*.

CASES AFFECTING SOLICITORS.

MUNTON v. LORD TRURO—Q. B. Div., 20th July.

MIDDLESEX REGISTRY—RIGHT TO ADMINISTER OATH VERIFYING MEMORIAL.

This was an action brought against Lord Truro, the Registrar of the Middlesex Registry, by Mr. F. K. Munton, for a *mandamus* to compel the registrar to register a memorial, the oath relating to which had been taken by Mr. Munton as a London commissioner to administer oaths; and it raised the question of the right to administer the oath verifying the memorial, the registrar contending that the oath can only be administered at the office of the Middlesex Registry by one of the officials there.

Mr. Munton's affidavit in support of the application for *mandamus* stated the material facts as follows:—1. On the 13th day of May, 1887, I attended at the Middlesex Registry, 12, Great James-street, Bedford-row, W.C., for the purpose of registering a memorial of an indenture dated the 8th day of July, 1885, between the Duke of Northumberland of the one part and myself and another of the other part, being a conveyance of certain freehold property in the county of Middlesex, which memorial is shewn to me at the time of swearing this my affidavit, and is marked A. 2. The defendant Lord Truro is the only registrar. On the occasion in question I saw Mr. Stahlschmidt, the deputy-registrar, and I tendered to him for registration the said memorial with the conveyance, offering to pay the proper fees thereon, but the said deputy-registrar declined to receive the said memorial on the ground that the witness deposing thereto was resident in London, and that his deposition taken before a London commissioner to administer oaths, as shewn on the back of the said memorial, was inadmissible. 4. In the said office of the said registrar there is a written announcement, and the said deputy-registrar personally stated, that the form of taking the oath out of London is similar to that adopted in the present instance, except that the registry does not even require commissioners to describe themselves as more than commissioners to administer oaths in the Supreme Court of Judicature. Many of such officers are not, and never were, either masters extraordinary or chancery commissioners, but became commissioners for all the divisions under the Judicature Acts from the fact that at the time of the passing of the Acts they held common law commissions. I speak from personal knowledge, as I myself am one of such commissioners. 5. The said deputy-registrar admitted to me that, except as regards the locality of taking the oath, on which ground alone the papers were refused, every other requisite for registration of my memorial was in order.

The Middlesex Registry Act (7 Anne, c. 20) provides (section 5) that every memorial to be registered should be under the hand and seal of some or one of the grantors, attested by two witnesses, "one whereof to be one of the witnesses to the deed, which witness shall, upon his oath before one of the registrars or masters, or before a master in chancery, ordinary or extraordinary, prove the signing and sealing," &c. Under 16 & 17 VICT. c. 78, the "commissioners to administer oaths in chancery in England," were to exercise the functions previously exercised by the masters extraordinary, and the Lord Chancellor was empowered from time to time to appoint solicitors within ten miles of Lincoln's-inn for the same purpose, and these persons were to be called "London commissioners to administer oaths in chancery." The Judicature Act, 1873, provided (section 88) that these commissioners should be commissioners to administer oaths in all causes and matters in the High Court or Court of Appeal. A rule nisi for a *mandamus* was granted in May last, and the question now came on for argument.

THE COURT made the rule for a *mandamus* absolute. STEPHEN, J., said it appeared clear upon the Act 16 & 17 VICT. that the power of the

masters extraordinary under the Act of Anne had been transferred to the present commissioners for taking oaths. WILLS, J., concurred, and said that as the masters extraordinary had formerly power to take the oath to the memorial, the commissioners now had the power.—COUNSEL, Reid, Q.C., and Murray; Channell, Q.C., and Trevelyan.

THE RE-ORGANIZATION OF THE CENTRAL OFFICE OF THE SUPREME COURT.

THE report of the Committee on the Central Office of the Supreme Court has just been published. The conclusions arrived at by the committee are:—

- "1. That a thorough re-organization of the Central Office is required.
- "2. That structural changes in the Royal Courts of Justice (which do not appear to present any difficulty) will be required for that purpose.
- "3. That the number of eighteen masters provided by the Officers Act, 1879, is excessive.
- "4. That certain duties now performed by masters might be performed by other masters.
- "5. That the number of clerks of higher grades might, upon re-organization, be materially reduced.
- "6. That all officers should be in attendance throughout the office hours, and that some effective supervision should be devised to secure this attendance."

The effect of the first recommendation, if carried into effect, will be to divide the clerical staff into three grades—the first class, equivalent to managing clerks to solicitors, receiving a salary of £500, rising to £600. The second and third class clerks, whose duties are purely clerical, will receive respectively £250, rising to £400, and £100, rising to £250.

The structural alterations mentioned in the second recommendation have been carried into effect.

When the committee came to consider the question of the number of masters they seem to have had a somewhat difficult problem to grapple with. Reference is made to the irregularity in the hours of attendance and the almost uniform recurrence of days of absence in the case of some of the masters. The committee recommend that all future appointments to the office of master should, as in the case of chief clerks, be subject to the condition that they should retire on a pension on attaining the age of seventy, unless, for special reasons, the appointing authorities should allow them to continue their duties for another five years. The committee are of opinion (to which they attach considerable weight on account of its bearing on the question of numbers) that the masters should distribute their work over the whole of the office hours. The committee think that only fifteen masters are required for the conduct of the Central Office, with salaries of £1,200 rising, after three years, to £1,500.

The effect of the fifth recommendation, if carried into effect, would be to reduce the number of first-class clerks from seventeen to ten, and of the second class from forty-one to twenty-nine. A scheme for the re-organization of the various offices, based upon suggestions made by Sir Frederick Pollock and Master Jenkins, is, however, contained in the report, the effect of which would be to make the total number of clerks seventy-three—viz., ten first class, twenty-nine second, and thirty-four third.

The committee recommend that the retirement of unnecessary officers should be effected as soon as practicable, and that for this purpose the committee of masters named in the report should be empowered to call upon any officer who is incapacitated by age, infirmity, or other cause for the efficient discharge of his duties to retire upon the pension for which his length of service qualifies him, and to offer to such other officers as they may select permission to retire on the abolition of their office on the special terms of pension reserved for such retirement by section 7 of the Superannuation Act. The committee believe that by these means and by the vacancies from death and other natural causes, the office will shortly be reduced to the required limit without the necessity of compelling any officer to retire compulsorily who is able and willing to discharge his duties to the satisfaction of the heads of the department.

With regard to circuits, the committee think (1) that no clerk of assize to be hereafter appointed should be a solicitor practising within the circuit; (2) that every clerk of assize or other officer to be hereafter appointed should do his work in person; (3) that no change should be made in existing salaries, but that in future appointments no clerk of assize, except on the Northern Circuit, should have more than £800 a year and no other officer more than £300 a year; and (4) that, for the future, when vacancies occur, a clerk of assize and two officers, with a bailiff at £100 a year, would be sufficient for each circuit for all purposes, including the duty of swearing witnesses, which is clearly "analogous" to the other duties. They also suggest better arrangements for the security and custody of records, indictments, and other documents from each circuit. The committee have not come to any conclusion as to whether it would be a better arrangement to amalgamate the staff of circuit officers with the Central Office. They suggest an inquiry as to the possibility of utilising the different legal officers who perform duties in the various assize towns, such as district registrars of the High Court and of the Probate Division. This matter formed no part of the reference to the committee, but it appeared to them that a change in this direction might be productive of efficiency and economy.

The Royal Assent was given on Tuesday last to the Quarry (Fencing) and Criminal Law and Procedure (Ireland) Bills, and to a large number of local and provisional order Bills.

LAW SOCIETIES. INCORPORATED LAW SOCIETY.

The following are further extracts from the report of council, continued from p. 632.

Agricultural Holdings (England) Act, 1883—Bailiffs' Fees.—Last year the council referred to the fact that they had communicated with the provincial law societies and numerous solicitors on the subject of the appropriation by the bailiff of the statutory poundage on levying distress on agricultural holdings. After careful consideration of the various opinions they collected, they came to the conclusion that the percentage was not payable to the bailiff who executed the distress, but to the landlord. In pursuance of this opinion, the council took up a test case, which was heard at the Wantage County Court, where judgment was given in accordance with this view. The Cornwall Law Society called the attention of the council to another case in which the county court judge at St. Austell gave a contrary decision. The council supported an appeal against this decision, and, in the result, their view has been sustained by the Queen's Bench Division.

Death Duties—Claims of the Crown.—In their last report the council referred to the steps which they, with the assistance of Mr. Gregory, had taken for limiting the claims of the Crown with regard to death duties, and pointed out the hardships to which trustees, executors, and others liable for the payment of these duties were exposed by the present law. At the time, the Government which has since gone out of office undertook to introduce the clause proposed by Mr. Gregory into an omnibus Bill. The council brought the question under the notice of the present Chancellor of the Exchequer, who has promised to give it careful consideration.

Counsel's Clerks' Fees.—In July, 1886, the council called the attention of the Bar Committee to the fact that some barristers' clerks were in the habit of soliciting and pressing for payment of clerks' fees in excess of those regulated and allowed by the Rules of the Supreme Court, 1883. In the opinion of the council, solicitors ought to adhere to the rules instituted for their guidance by the proper authorities and for the public good. In many instances, however, solicitors have to choose between submitting to a trifling imposition or raising at a critical juncture a petty and irritating question, and find it expedient, as the lesser evil, to yield. This places solicitors in a false position. No clerks' fees paid in excess of the allowance under the rules are recoverable on taxation even as between solicitor and client, and, if questioned, would have to come out of the solicitor's own pocket. The council felt that solicitors ought to be relieved from this embarrassment, and they suggested to the Bar Committee that this could properly and easily be accomplished if the Bar Committee would obtain the establishment of a rule that barristers' clerks should not ask for nor accept gratuities beyond those allowed by the scale. The Bar Committee agreed with the council that these rules ought to be adhered to, and they accordingly requested members of the bar to call their clerks' attention to the matter.

Refresher Fees to Counsel.—In June, 1886, the council called the attention of the Bar Committee to the decisions of the late Mr. Justice Pearson and the Court of Appeal in the case of *Re Harrison* (*Weekly Notes*, 24th April, 1886, p. 85, and 5th June, 1886, p. 104), suggesting the advisability of some concurrent or joint communication on the subject being made to the Rule Committee of the Judges on behalf of the bar and the solicitors. The decisions of the judge of first instance, and of the Court of Appeal, were based on the Rule of 1883 being imperative, and the absence of power for the court or the taxing master to allow more than the prescribed amounts without satisfactory evidence or authority from the client to pay the higher fees. No comment on the rules is necessary as far as regards the taxation of costs between party and party, but the council consider that it is manifestly inconvenient and inconsistent that the taxing master should have no discretion in this respect when taxing costs as between solicitor and client. In practice it is extremely inconvenient and often impossible for solicitors, during the progress of a contentious business, to obtain express authority on such a matter. The client is often absent, and at other times is in a state of excitement, or occupied with the exigencies of the case; and it not unfrequently happens that during the trial questions of character or otherwise arise which greatly alter the aspect of the matter in litigation. In such circumstances the solicitor is practically compelled, in the interests of his client, to act on his own responsibility. Even between barristers and solicitors it is often impossible, during the course of a trial, to adjust the refreshers, which are frequently left to be dealt with in accordance with usage and good faith. It seems difficult to exaggerate the objections to questions of implied authority being left, after a considerable lapse of time, to be decided by the recollection of the parties interested as to what took place when their minds were chiefly occupied with more exciting and more interesting matters. The fees marked on the brief, the number of the consultations held, the witnesses to be subpoenaed, and a variety of other items of expenditure are left to the discretion of the solicitor, subject to the decision of the taxing master as to whether or not the discretion has been rightly exercised, and it is difficult to understand why an inflexible rule should be applied to refreshers, the amount of which must often vary through circumstances which could not have been foreseen. Such a discussion as that which arose in the case of *Re Harrison* cannot be otherwise than distasteful both to the bar and solicitors, and the council felt that it was a subject in which united action should be taken by the Bar Committee and themselves. The Bar Committee concurred in the view taken by the council, and a joint letter was addressed to the Lord Chancellor on the subject for submission to the Rule Committee of Judges, which led to a rule being passed to meet the difficulty.

Delays in the Taxation of Costs in the Chancery and Queen's Bench Divisions.

The attention of the council having been called to the delays in the taxation of costs in the Chancery and Queen's Bench Divisions of the High Court of Justice, they, in conjunction with members of the society having great practical knowledge of the subject, have carefully considered the evils complained of. They find that in the Chancery Division there is no reasonable ground of complaint, except with regard to some masters' offices. In all the other offices appointments can readily be obtained, and the taxation of costs proceeds with reasonable speed. It appears that the existing arrangements are in themselves well conceived, and are not the cause of the block which exists. It is, however, the fact that the business gets much in arrear in some offices, and in consequence the complaints of the profession are loud and well founded. It is obvious that inasmuch as most of the masters are able to get their work done, there must be something defective in the offices of those masters who fail to do so. The council do not consider that it is necessary that the number of taxing masters in the Chancery Division should be increased, as if all the masters discharged their duties with reasonable despatch there would be no arrears. The council, therefore, suggest that inquiry should be made as to the position of the taxations in the offices of several masters, and that directions should be given that the arrears should be disposed of, and that in future the work should be required to be kept down to within reasonable limits. In the meantime, to relieve the present block, an arrangement should be made for transferring to the other masters a certain proportion of the bills now awaiting taxation in the offices that are in arrears, and that similar transfers should, when necessary, be resorted to and carried out by a quorum of three of the senior masters, or that, in the alternative, some alteration should be made in the mode of assigning the taxations, until the work in the several offices should be equalized. The council also suggest that the objections to the master's taxation should be adjourned to the judge in chambers, who should be attended by the master, to whom the judge should give directions as to the mode in which objections should be dealt with. That all the masters ought to be required to be in attendance every day from ten till four, and that a master in the Chancery Division should take daily, without formal appointments, all taxations in small matters; and that, in giving appointments to proceed with taxation, the morning from ten to one o'clock should be devoted to taxation of bills in small matters, taking up but little time; and that the afternoon, from two to four, should be given up to long appointments; and that queries upon bills should be disposed of any day during such time as the master or his clerk are not actually engaged with parties before them. It was also suggested that in view of the arrears of bills which at the commencement of the Long Vacation remain undisposed of, each master should, before closing his office for the Long Vacation, report to the Lord Chancellor that all the bills left in his office had been taxed and disposed of, or should append a schedule of those bills which had not been taxed, and giving the reason why they had not been dealt with. With regard to taxations in the Queen's Bench Division, there is no delay in getting short bills taxed either in term or in the Long Vacation; but, owing mainly to the system of allotting the taxation to the particular master to whom the action has been referred, and who has consequently to deal with all applications in the action, there is delay in getting long bills taxed. During the Long Vacation there is only one taxing master sitting, whose time is fully occupied in dealing with short taxations, and it is therefore impossible to get long bills taxed. The council suggest that the best course to adopt would be to assign three masters to each division (one each for cases from A to F, from G to N, and from O to Z), and that they should attend in the same division every sitting during the year. Further, that the masters should be required to attend at the opening of the offices at ten o'clock, and stay till four o'clock, and that there should be three masters in daily attendance during the whole of the Long Vacation. The taxation of costs by one particular master to whom the action has been assigned should be abolished, subject, however, to power being given in special cases where the sitting master may think it necessary to refer to the particular master to whom the action has been assigned any question that may arise upon the taxation of the costs. The council do not think any increase in the number of taxing masters either in the Chancery or Common Law Divisions necessary, but they recommend that, in order to relieve the masters from all mere routine business, such as is involved in the length of documents, lists of attendances, and the adjustment of fixed scale charges in party and party costs, this vouching shall be done by the master's principal clerk in the presence of the parties, who should have liberty to resort to the master upon any point on which they were dissatisfied with what the clerk had done, and when discussing the principle of the propriety of any allowance or disallowance. With regard to the Common Law Divisions, the council recommend that an additional clerk should be allowed in each division to assist the master in going through small bills, such as costs in judgments under order 14, costs on the discontinuance of an action, or on the acceptance of money paid into court before notice of trial, and costs of appeal to the judge.

Library.—On the 18th of December, 1885, the council requested the Library Committee to consider and report on the library. The committee's report was laid before the council on the 26th of May, 1886, and adopted; and it was referred back to the committee to carry their suggestions for the general improvement of the library into effect. One of the suggestions was that it would be desirable to have a report on the library from some well-known and competent librarian. The committee accordingly consulted Mr. H. R. Tedder, the librarian of the Athenaeum Club, Pall Mall, as to the provision made in the library with regard to the various departments of law and literature, and as to the accommodation for the members and subscribers. Mr. Tedder sent in his report on the library to the committee on the 4th of November, 1886, and on the 26th of the

same month the committee presented to the council a report on some matters of a pressing nature, the most important of these being the precautions necessary to be taken in the society's building to prevent a fire breaking out, which subject had been previously brought before the council by the secretary. The committee suggested that they should be authorised to spend a sum not exceeding £100 for the purpose of providing extinction buckets and hose, to be placed in convenient parts of the building, in accordance with the advice of Mr. Swanton, Superintendent of the London Salvage Corps. The council having given the authority suggested by the committee, the appliances specified above have been since placed in all parts of the building, including the library. Two of the suggestions contained in the report of the committee were: That the students or subscribers to the library should occupy the north wing of the library only, and that the south wing should be made more comfortable for the use of the members by the purchase of additional furniture, rearrangement of the existing furniture, and laying down Turkey carpets. These recommendations were referred back to the committee by the council, to be considered in connection with a memorial on the same subject, which had been presented by 50 members of the society. On the 7th of December, 1886, an interview took place between the committee and a deputation of four of the memorialists, when the president of the council informed the deputation that most of the suggestions contained in the memorial had been considered and dealt with by the council before the receipt of the memorial. The following are the chief alterations and improvements in the library, which have been either already carried out or will be completed in the course of a few weeks:—

1. The students will be admitted to the north wing only, the middle of the library and the south wing being reserved for the use of members.

2. The arrangement in the south wing is to be altered by substituting small tables for the two large tables which were there formerly, by covering the floor with Turkey carpet, and by placing in the wing three large oak bookcases, in one of which will be placed the most valuable of the books, known as the Mendham collection, all of which were formerly in the examination hall. The council will avail themselves of the increased accommodation to buy many new books in the different departments of literature in which the library is at present weak.

3. A room has been made for the librarian, who is engaged on the compilation of a new catalogue of the books in the library. It is expected that this catalogue will be completed in about twelve months' time.

Matters relating to Solicitors.—During the past year 21 solicitors have at the instance of the society been struck off the roll, and two have been suspended. Other cases are now pending. The council have during the same period obtained convictions against unqualified persons in 18 cases under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 8), and fines have been inflicted in all cases. In some cases the defendants have not paid, and they have in consequence been committed to prison for various terms.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

JUNE, 1887.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

John Leonard Walker, who served his clerkship with Messrs. Gibson, Pybus, & Pybus, of Newcastle-on-Tyne.

Richard Frederick Baker Gabb, who served his clerkship with Messrs. Gabb & Walford, of Abergavenny.

John White, who served his clerkship with Mr. John White, of the firm of Messrs. White & Co., of London.

Henry William Michelmore, who served his clerkship with Messrs. Battishill & Houlditch, of Exeter; and Messrs. Ford, Lloyd, Bartlett, & Michelmore, of London.

Arthur Henry Emanuel, who served his clerkship with Mr. Joe Emanuel, of London.

SECOND CLASS.

[In Alphabetical Order.]

Sydney Cartwright, who served his clerkship with Mr. Alfred Dickey Faulkner, of London.

John Herbert Dennis, who served his clerkship with Mr. Robert Crosswell Burrows, of the firm of Messrs. Ellison & Burrows, of Cambridge.

Lawrence Long Mandesley, who served his clerkship with Mr. Samuel Wiggins, of the firm of Messrs. R. Miller, Wiggins, & Naylor, of London.

John Nichols, who served his clerkship with Mr. Charles John Collins Frichard, of the firm of Messrs. Fussell, Frichard, Henderson, & Wall, of Bristol; and Messrs. Clarke, Woodcock, & Ryland, of London.

Ernest Wilson Pierce, who served his clerkship with Mr. Thos. Martin, of the firm of Messrs. T. Martin, Webb, & Hine, of Liverpool; and Mr. J. H. Lydall, of London.

Arthur Ernest Guy Frichard, who served his clerkship with Mr. William Waldron, of Brierley Hill.

John James Rawsthorn, who served his clerkship with Mr. Joseph

Briggs Dickson, of the firm of Messrs. Buck, Dickson, & Cockahott, of Preston and Southport.

Charles St. David Spencer, B.A., who served his clerkship with Messrs. Dalton, Spencer, Corbett, & Evans, of Cardiff; and Messrs. Crowder & Vizard, of London.

THIRD CLASS.

Percy William Snelling, who served his clerkship with Mr. Walter Sootney, of Winchester; and Messrs. Prior, Bigg, Church, & Adams, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Walker—prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Beardon prize—value about 25 guineas.

To Mr. Gabb—prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. White—prize of the Honourable Society of New-inn—value 5 guineas.

To Mr. Michelmores—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Emanuel—Prize of the Incorporated Law Society—value 5 guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 71.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION, 1887.

Notice.

During the vacation until further notice:—All applications which may require to be immediately or promptly heard are to be made to the judges who, for the time being, shall act as vacation judges.

One of the vacation judges will sit in Chancery Court IV., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 17th of August, until further notice, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers relating to every application made to the vacation judges (see notice below as to judges' papers) are to be left with the cause clerk in attendance, Chancery Registrars' Chambers (Room 136), Royal Courts of Justice, before one o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

In any case of great urgency, the brief of counsel is to be sent to the judge by post, or rail, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The paper sent to the judge will be returned to the registrar.

The chambers of Mr. Justice Kay will be opened during the vacation. Mr. Justice Kekewich will, until further notice, hear urgent summonses which may be adjourned to him in his private room, No. 346, at 10.30 a.m. on Wednesday in every week, commencing on the 17th of August. A special time will be appointed for any that cannot be conveniently disposed of.

The address of the judge for the time being acting as vacation judge in the Chancery Division can be obtained on application at the Chancery Registrars' Chambers, Room 136.

JUDGES' PAPERS.

The following papers for the vacation judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, on or before the Monday previous to the day on which the application to the judge is intended to be made:—

- 1.—Counsel's certificate of urgency, or note of special leave granted by the judge.
- 2.—Two copies of writ and two copies of pleadings (if any) and any other documents shewing the nature of the application.
- 3.—Two copies of notice of motion.
- 4.—Office copy affidavits in support with exhibits, and also the affidavits in answer, if any filed.

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(CHANCERY REGISTRARS' OFFICE.)

The Chancery Registrars' Office will be open daily. On Tuesday, the

16th August, and on the same day in every succeeding week during the vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the paymaster; but the order, and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1884, ought to be left at his seat not later than 12 o'clock on the previous day.

20th July, 1887.

LEGAL NEWS.

OBITUARY.

Mr. JAMES KEIR, advocate, died at Edinburgh on the 13th inst., after a long illness. Mr. Keir was admitted a member of the Faculty of Advocates in Scotland in 1864, and for many years he enjoyed a fair share of business. In 1880 he was appointed junior legal assessor to the Corporation of Edinburgh, which office he held until his death, and in the following year he became receiver of Crown rents. Mr. Keir was unmarried. He was buried on the 18th inst.

Mr. JOHN WILLIAM MIDDLETON, solicitor, of Leeds, died very suddenly on the 16th inst. Mr. Middleton was the son of Mr. William Middleton, solicitor, of Leeds, and was born in 1839. He was admitted a solicitor in 1860, having served his articles with his father, with whom he was for several years in partnership, and he was at the time of his death associated in partnership with his younger brother, Mr. Arthur Middleton. Mr. Middleton was a perpetual commissioner for the West Riding of Yorkshire, and he was for two successive years president of the Leeds Law Society. He was solicitor to the Leeds Permanent Building Society and to the Leeds Estate Building and Investment Society. Mr. Middleton came to London last week to attend the trial of an action in the Chancery Division on behalf of the last-mentioned society, and died very suddenly within a few hours after his return home. Mr. Middleton was a member of the Leeds Philosophical Society. He leaves a widow and eight children. The *Leeds Mercury* says that Mr. Middleton at all times took a great interest in legal matters. In connection with the Yorkshire Registry Bill he published a pamphlet which had a large circulation amongst bankers and solicitors. He took the matter up on behalf of the Yorkshire bankers, and in the end an amending Act was passed by which an objectionable clause—the fifteenth—was repealed. By his professional brethren and by a wide circle of other friends his untimely death is deeply regretted, and much sympathy is expressed for the bereaved family.

Mr. WILLIAM HEATH, solicitor, late of 3, New London-street, died about a fortnight ago. Mr. Heath was admitted a solicitor in 1832, and he had practised for over half a century in the City of London and at Tottenham, where he resided. He was formerly associated in partnership with Mr. Robert William Parker and Mr. John George Brett. He was solicitor to the Tottenham Local Board. He was appointed vestry clerk of the parish of St. Olave, Hart-street, about forty years ago, and he had held that office until his death, although he retired from practice about two years ago. Mr. Heath was for several years a member of the Court of Assistants to the Cordwainers' Company, and he had filled the office of warden.

APPOINTMENTS.

Mr. GEORGE MARTIN HALL, solicitor, of Attleborough, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN WILLIAM HATTERSLEY, solicitor, of Mexbrough and Swinton, has been appointed Clerk to the Mexbrough Local Board. Mr. Hattersley was admitted a solicitor in 1885.

Mr. ROBERT KEITH VILLIERS DOUGLAS, solicitor (of the firm of Jackson, Prince, & Douglas), of 64, Cannon-street and of Sutton, has been appointed Clerk to the Sutton Local Board. Mr. Douglas was admitted a solicitor in 1881.

Mr. GEORGE HYATT WILLIAMS, solicitor, of Brecon, has been elected Town Clerk of that borough in succession to the late Mr. John Williams.

Mr. WILLIAM RICHARD STEVENS, solicitor, of 22, Abingdon-street, has been appointed Secretary to the South-Eastern Railway Co. Mr. Stevens has been for several years solicitor to the company. He was admitted a solicitor in 1874.

Mr. ALEXANDER MOODY STUART, advocate, has been appointed Professor of the Law of Scotland in the University of Glasgow, in succession to Mr. Robert Berry, who has been appointed Sheriff of Lanarkshire.

Mr. ARTHUR FREDERICK JEFFREYS, who has been elected M.P. for the Basingstoke Division of Hampshire in the Conservative interest, is the second son of Mr. Arthur Jeffreys, and was born in 1848. He was educated at Christ Church, Oxford, where he graduated second class in Mathematics in 1870. He was called to the bar at the Inner Temple in Hilary Term, 1872, and he formerly practised on the Western Circuit. Mr. Jeffreys is a magistrate for Hampshire.

PARTNERSHIPS DISSOLVED.

EDWIN JOHN HARVEY, jun., and HERBERT JOHN ANDREW, solicitors (Harvey & Andrew), Landport and Gosport. July 9.

SAMUEL HOYLE and THOMAS HERBERT BEDFORD, solicitors (Hoyle & Bedford), Halifax and Elland. The said business will in future be carried on by the said Samuel Hoyle. July 8.

HENRY SKIFFER RYLAND and HENRY WOODCOCK RYLAND, solicitors (Clarke, Woodcock, & Ryland), 11, Lincoln's-inn-fields. July 16.

[Gazette, July 19.]

GENERAL.

On the 14th inst., in the House of Commons, a petition was presented by Mr. L. Fry, from the Bristol Incorporated Law Society, against registration of title to land being made compulsory.

The judgment of the Court of Appeal in *Hamilton, Fraser, & Co. v. Pandorf & Co.* (the "rat" case, commented on 30 SOLICITORS' JOURNAL, 682, was reversed by the House of Lords on the 14th inst. Lord Bramwell approved of Lord Justice Lopes's definition of "peril of the sea" as being "a sea damage occurring at sea, and nobody's fault."

A meeting will be held in Lincoln's-inn Old Hall on Saturday, the 23rd inst., at 2.15 p.m., to receive the report of the Provisional Committee of the Selden Society, to elect a council and officers, and to settle the rules of the society. The attendance of all persons interested (whether members of the society or not) is invited.

An order has been made by the Lords of the Treasury directing that so long as the Lord Chancellor's principal secretary for the time being shall hold and perform the duties of the office of Clerk of the Crown, the chief clerk in the Crown Office in Chancery shall hold and perform the duties of the office of assistant secretary to the Lord Chancellor.

At a meeting of the Eldon Testimonial Trustees, held on Wednesday, Mr. Francis William Pember, Fellow of All Soul's College, Oxford, was elected twenty-second Eldon scholar. The scholarship, which is worth £200 per annum, is open to graduates of the University of Oxford (subject to certain regulations) who intend to study for the bar, and is tenable for three years unless the scholar in the meanwhile is called to the bar.

They make some fine distinctions, says the *Albany Law Journal*, about "cruelty" in the Michigan divorce decisions. For instance, for a husband, in picking berries, forcibly to resent his wife's reaching over from her row to his and picking some of his best berries, is cruel; but to tell her to go home to her father with her long nose, or to call her old goat, old cow, &c., is not cruel.

Lord Harschell gave a very successful garden party at Lincoln's-inn on Tuesday, at which the Prince and Princess of Wales, the King of the Hellenes, and other Royal personages were present, including an Indian prince, who was arrayed in startling garments, combining the disadvantages of both male and female attire. Among the guests was Sir James Bacon, who looked well and vigorous, and was hailed with delight by the legal part of the concourse.

The New York *Daily Register*, apparently referring to our recent observations on the *Times* headnote of cases, quoted in an American legal journal, suggests that a headnote might be added from the Practice Reports of the late Mr. Howard. "The case was decided in an inferior court, and not in accordance with the reporter's sense of propriety or opinion of the law, we do not know which; and the first head-note he prefixed to it read as follows:—'This little case shows what a justice of the peace can do.'"

The grand jury at the Wells Assizes made a presentment "that the system introduced of late years, by which part of the assize business of this and other counties has been transferred to places in counties other than those in which that business arises, has been found highly inconvenient in practice, that it is inconsistent with the right of every man to have justice done to him in his own neighbourhood, that it has led to a great increase of expense, that it needlessly destroys old habits and associations, and is contrary to the wishes and feelings of the country in general."

In the House of Commons, on the 14th inst., in answer to Mr. Maclure, Mr. W. H. Smith said: Sir James Hannan has not appointed Mr. A. B. Stallman Bridgeman to the office of District Probate Registrar at Manchester, but he has appointed Mr. Bridgeman Simpson, a late clerk in the London Probate Registry. The appointment was made because Sir James Hannan considered Mr. Bridgeman Simpson the fittest man he could select, having regard to Mr. Simpson's long experience in the London office. It was considered that this experience would enable him better to discharge the duties than a solicitor or the chief clerk in the district registry.

At the Falmouth Borough Police Court, on the 18th inst., Mr. Samuel Roberts, master of the Boys' British School in that town, sought to recover from the Falmouth Urban Sanitary Authority a sum not exceeding £20 for closing the school during an epidemic of measles in the month of January last. Mr. H. Lyon based his arguments in support of the claim on the 308th section of the Public Health Act, 1875. Mr. W. Jenkins, solicitor, defended the action on the ground that the school was not closed by the urban sanitary authority, but was bound to be closed under the Education Code, No. 98. The bench decided in favour of the defendants. On the application of Mr. Lyon a case was granted for the superior court.

The Paris correspondent of the *Times* says that the Ministry of Justice has just published some very interesting statistics of crime in France in the year 1886. Some of the conclusions are satisfactory, others decidedly the reverse. The number of crimes committed in the five years ending with the year 1885 was less than the record shown by the preceding lustrum; but, on the other hand, murders and attempts on human life had increased. This is attributed in a great measure to the leniency displayed by the juries. There is no doubt that assassins, particularly in Paris, calculate largely on their chances of escape. A telling speech from a counsel often works wonders. "The jury has a tender heart, it understands human passions, and is indulgent to them," is the criticism which a high authority has just passed on the institution. In twenty-four out

of every hundred cases it acquits, in seventy-four out of every hundred cases it finds extenuating circumstances.

The Court of Appeal, while sitting to hear appeals from county courts, has been much exercised by the insufficiency of the notes of the judges, and in particular of the judge of the City of London Court (Mr. Commissioner Kerr). On the 19th inst. Lord Esher remarked:—"All I can say is that the way these appeals are brought before the court is disgraceful"; and Lord Justice Lopes added:—"I entirely concur." On the 20th inst. Lord Esher is reported to have said:—"This is a case of general interest, and how, it being a case of general interest, requiring careful consideration by the Court of Appeal, the judge of the City of London Court, being of that opinion, could satisfy himself by that note sent to us is to my mind inconceivable. [His lordship read the note.] That is the note which is to enable the Court of Appeal to do what is right. I say no more. It is for the judge himself and his own conscience to do what is right. We have no authority in the matter that I am aware of. But this is the third or fourth time in which we have had a note sent to us in what seems to be a stereotyped form, and that in spite of the provisions of the statute which require the judge to take a note."

The *Albany Law Journal*, referring to Judge Grover, says he had "a dreadful habit of sitting up at night and reading the records for the next day's argument, and then there was frequently a 'cirous.' 'I guess you'd better skip down to the seventh point'—he called it 'pint'—'I don't think there's much in that point; you'll find the testimony on page 469, and the like, were frequent expressions from his lips, and all the time he was looking around satirically or impatiently, as much as to say, 'Good Lord, what fools these lawyers be!' We once heard him say to a counsel who had cited a long list of cases on one point, 'The court can't look at all these cases, you know; you'd better point out three or four that you set the most store by, and we'll try to look at 'em.' Occasionally counsel would give him as good as he sent. We once heard an instance of this. Counsel, in replying to a point made on the argument and not printed in the brief, said: 'I say, as his Honour Judge Grover frequently observes, "I don't think there's much in that pint." Grover was visibly annoyed, and the rest of the judges could hardly conceal their merriment. But the joke was on the facetious counsel when the court beat him on that very 'pint.'"

In the House of Commons on Tuesday, on the vote to complete the sum for the Bankruptcy Department of the Board of Trade, Mr. Bradlaugh called attention to the excessive cost of realizing assets under the Bankruptcy Act. He said that in one case an unfortunate lady was made a bankrupt for a debt of £350. Her assets realized £355, but not a farthing of the surplus reached the bankrupt. In other cases assets of £677 cost £338; of £1,728, cost £905, of which £310 were for incidental expenses; of £569, cost £318; of £446, cost £244; of £714, cost £308; and of £2,423, cost £949 to realize. He submitted that this was a scandalous waste of the creditors' money, and that the Board of Trade, who had authority in the matter, ought to interfere to prevent such waste. Baron H. De Worms observed that the cases to which the hon. member had referred had all been carefully examined, and with the permission of the committee he would deal with two of them. In the first case, the incidental expenses amounted to £135, but that sum included a number of perfectly legal charges, such as auctioneers' charges, rent, carriage of goods, and other items which might well have appeared under other heads. The second case was similar. About 75 per cent. of all the cases in bankruptcy were administered by the official receiver, and for these the Board of Trade was responsible. It was where there was no official assignee that the discrepancy arose between the realized assets and the cost of realization. The Board of Trade had no power to force an official assignee on any bankruptcy. It would, he thought, be better if they had, and then the Board of Trade would be responsible.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	MR. JUSTICE KAY.	MR. JUSTICE CHITTY.
Mon., July 25	Mr. Jackson	Mr. Pugh	Mr. King	Mr. Leach
Tuesday 26	Koe	Beal	Ward	Godfrey
Wednesday 27	Carrington	Pugh	King	Leach
Thursday 28	Lavie	Beal	Ward	Godfrey
Friday 29	Beal	Pugh	King	Leach
Saturday 30	Pugh	Beal	Ward	Godfrey
		MR. JUSTICE NORTH.	MR. JUSTICE STEELE.	MR. JUSTICE KEENE.
Monday, July 25	Mr. Koe	Mr. Lavie	Mr. Carrington	Mr. Clowes
Tuesday 26	Mr. Jackson	Mr. Carrington	Mr. Clowes	Mr. Pemberton
Wednesday 27	Koe	Lavie	Mr. Carrington	Mr. Clowes
Thursday 28	Mr. Jackson	Mr. Carrington	Mr. Clowes	Mr. Pemberton
Friday 29	Koe	Lavie	Mr. Carrington	Mr. Clowes
Saturday 30	Mr. Jackson	Mr. Carrington	Mr. Clowes	Mr. Pemberton

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11a, Victoria-st., Westminster (Estab. 1878), who also undertake the Ventilation of Offices, &c. (Advt.)

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 15.

RECEIVING ORDERS.

BALNEY, ARTHUR MARTIN, Southampton, Builder. Southampton. Pet July 13. Ord July 13.
 BAINES, WILLIAM HENRY, Nottingham, Grocer. Nottingham. Pet July 11. Ord July 11.
 BASTOW, THOMAS WILLIAM, South Brent, Devon, Carrier. East Stonehouse. Pet July 13. Ord July 13.
 BEACE & WHITE, Birmingham, Merchants. Birmingham. Pet June 30. Ord July 12.
 BRIDDER, HENRY, Pembroke Dock, Grocer. Pembroke Dock. Pet July 11. Ord July 11.
 BOWMAN, WILLIAM, Little Driffield, Yorks, Gardener. Kingston upon Hull. Pet July 11. Ord July 11.
 BRINKLEY, JOHN THOMAS, Oldham, Accountant. Oldham. Pet July 8. Ord July 11.
 BRINKLEY, JOHN, jun, Liverpool, Veterinary Surgeon. Liverpool. Pet July 11. Ord July 11.
 BATES, GEORGE, Wolverhampton, Fishmonger. Wolverhampton. Pet July 11. Ord July 11.
 BROOKS, JAMES, Tiddington, Oxford, Farrier. Aylesbury. Pet July 13. Ord July 13.
 CLEGG, HARRIET, and CHARLES THOMAS CLEGG, Dewsbury, Yorks, Wool Dealers. Dewsbury. Pet July 12. Ord July 12.
 CLUTTERBUCK, ENOCH WYATT, Newport, Mon, Commercial Traveller. Tredegar. Pet July 13. Ord July 13.
 COOPER, JOHN, Long Eaton, Derby, Lace Manufacturer. Derby. Pet June 28. Ord July 12.
 CULSHAW, JOHN, Burscough, nr Ormskirk, Farmer. Liverpool. Pet June 27. Ord July 12.
 CURTIS, RICHARD, Aldersgate st, Builder. High Court. Pet April 15. Ord July 12.
 DAVEY, EDWARD HENRY, Bristol, Accountant. Bristol. Pet July 11. Ord July 12.
 EDIE, THOMAS WYATT, Newhaven, Sussex, Builder. Lewes and Eastbourne. Ord July 12.
 EVANS, THOMAS, Swansea, Draper. Swansea. Pet July 11. Ord July 11.
 FOGARTY, MICHAEL, Stoneycroft, Lancs, Builder. Liverpool. Pet July 11. Ord July 11.
 FOX, W. G. Moreton ter, Belgrave rd, Pimlico. High Court. Pet May 25. Ord July 13.
 GALE, GEORGE, Tredegar, Mon, Butcher. Tredegar. Pet July 12. Ord July 12.
 GAUNT, WILLIAM, Bradford, Commission Agent. Bradford. Pet July 13. Ord July 13.
 HOPKINS, ELIZA, Hanbury, Gloucester, Widow. Bristol. Pet July 11. Ord July 11.
 JACOB, EBERNET AUGUSTUS, Butleigh, Somerset, out of business. Wells. Pet July 11. Ord July 11.
 JAMES, BENJAMIN, Llanwadon Llanwrda, Carmarthen, Innkeeper. Carmarthen. Pet July 12. Ord July 12.
 JENNINGS, JOHN, Ewell rd, Surbiton, Watchmaker. Kingston, Surrey. Pet July 12. Ord July 12.
 JOHNSON, FRANCIS, Leeds, Plumber. Leeds. Pet July 12. Ord July 12.
 KERSHAW, THOMAS, Gomersall, Yorks, Mechanic. Dewsbury. Pet July 11. Ord July 11.
 KING, JOHN CHARLES, Amersham, Buckingham, Draper. Aylesbury. Pet July 13. Ord July 13.
 LEE, FAULKNER, Devonshire st, Gt Portland st, Surveyor. High Court. Pet July 11. Pet July 11.
 MAQUET, ROBERT WILLIAM, Cannon st rd, St George in the East, Licensed Victualler. High Court. Pet July 12. Ord July 12.
 MANWARING, GEORGE FREDERICK, Chatham, Commercial Traveller. Rochester. Pet July 12. Ord July 12.
 MEADOWS, ANDREW MILES, Kirby Bellars, Leicestershire, Farmer. Leicester. Pet July 9. Ord July 11.
 MITCHELL, THOMAS, Oldham, Lancs, Architect. Manchester. Pet July 12. Ord July 12.
 MOLE, ISAAC, Colchester, Boot Maker. Colchester. Pet July 13. Ord July 13.
 MORRIS, THOMAS, Monmouth, Grocer. Newport, Mon. Pet July 12. Ord July 12.
 MOSES, JOHN, jun, Hebden Bridge, Yorks, Mason. Burnley. Pet July 13. Ord July 13.
 NOTT, ROBERT, Nether Knutsford, Cheshire, Grocer. Manchester. Pet July 11. Ord July 11.
 OWEN, MAURICE WILLIAMS LLOYD, Haverfordwest, Esq. Pembroke Dock. Pet July 13. Ord July 13.
 PARKER, ROBERT CLINCE, Macclesfield, Grocer. Macclesfield. Pet July 13. Ord July 13.
 PETERS, DAVID, Preston, Sussex, Gardener. Brighton. Pet July 11. Ord July 11.
 PIGOT, JOSEPH, Monney rd, Junction rd, no occupation. High Court. Pet July 12. Ord July 12.
 ROBERTS, JOSEPH, Pembroke Dock, Fancy Dealer. Pembroke Dock. Pet July 11. Ord July 11.
 SIDLOW, ANN, St Helen's rd, Over Hulton, near Bolton, Milliner. Bolton. Pet July 12. Ord July 12.
 SMITH, J. LIONEL, Carlyle sq, Middlesex, Gent. High Court. Pet June 25. Ord July 11.
 STATHAM, JOSEPH, Wednesbury, Staffs, Gun Lock Manufacturer. Walsall. Pet July 12. Ord July 12.
 TAYLOR, JOSEPH WILSON, Leeds, Earthenware Manufacturer. Leeds. Pet July 12. Ord July 12.
 TODD, EDWARD, Kendal, Westmoreland, Furniture Remover. Kendal. Pet June 30. Ord July 12.
 TOMMY, HENRY, Wem, Salop, Builder. Shrewsbury. Pet July 8. Ord July 8.
 VOCE, JOSEPH CHARLES, Bristol, Baker. Bristol. Pet July 12. Ord July 12.
 WINGGOLD, SAMUEL HYAM, and LEVY MAURICE, Manchester, Jewellers. Manchester. Pet July 12. Ord July 12.
 WILLIAMS, ARTHUR, jun, Paul, Cornwall, Fisherman. Truro. Pet July 13. Ord July 13.
 WILLIAMS, FRANCIS EDWARD, Salisbury, Grocer. Salisbury. Pet July 11. Ord July 11.
 WILLIAMS, FRANCES, Kingston-upon-Hull, Fruit Dealer. Kingston-upon-Hull. Pet July 11. Ord July 11.
 WILLIS, GEORGE, Askew cres, Askew rd, Shepherd's Bush. High Court. Pet March 15. Ord July 7.
 WINTERBURN, THOMAS, Bradford, Yorks, Dyer. Bradford. Pet July 13. Ord July 13.

WRIGHT, WILLIAM WALDON, Great Yarmouth, Bricklayer. Great Yarmouth. Pet July 12. Ord July 12.
 The following amended notice is substituted for that published in the London Gazette of July 8.
 PICKUP, ABRAHAM RICHARDSON, Huddersfield, Tobaccoist. Huddersfield. Pet June 30. Ord June 30.

FIRST MEETINGS.

BATE, WILLIAM LUKK, Totnes, Devon. July 22 at 11. 18, Frankfort street, Plymouth.
 BATES, GEORGE, Wolverhampton, Fishmonger. July 26 at 11.30. Off Rec, St Peter's close, Wolverhampton.
 BEILLY, JAMES, Leamington Priors, Warwickshire, Gilder. July 22 at 11. Off Rec, 17, Hertford st, Coventry.
 BELLINGHAM, JOHN, Savoy bldgs, Strand, Traveller. July 22 at 12. 22, Carey st, Lincoln's inn.
 BRINKLEY, JOHN THOMAS, Oldham, Accountant. July 25 at 2. Off Rec, Priory chhrs, Union st, Oldham.
 CHALICE, RICHARD DAVID, Plymouth, Painter. July 22 at 12. 18, Frankfort st, Plymouth.
 COLEY, SARAH ELIZA, and WILLIAM BROOKES COLEY, Dudley, Worcestershire, Iron Manufacturers. July 25 at 10.30. Off Rec, Dudley.
 COOPER, F. & Co., Queen Victoria st. July 22 at 11. Bankruptcy bldgs, Fortu-
 COOPER, JOHN, Long Eaton, Derbyshire, Lace Manufacturer. July 23 at 2. Flying Horse Hotel, Nottingham.
 CRUTE, STEPHEN, West Kirby, Cheshire, Slater. July 26 at 12. Off Rec, 35, Victoria st, Liverpool.
 CULSHAW, JOHN, Burscough, nr Ormskirk, Farmer. July 25 at 2. Off Rec, 35, Victoria st, Liverpool.
 DAVIS, EDWARD HENRY, Bristol, Accountant. July 23 at 12. Off Rec, Bank chhrs, Bristol.
 DUKE, ALFRED, Ebenezer bldgs, Rotherfield st, Fruiterer. July 22 at 12. 25, Carey st, Lincoln's inn.
 EVANS, THOMAS, Swansea, Draper. July 25 at 11. Off Rec, 6, Rutland st, Swansea.
 FOGARTY, MICHAEL, Stoneycroft, Lancs, Builder. July 26 at 2. Off Rec, 35, Victoria st, Liverpool.
 GARDNER, ROBERT, Gt Baddow, Essex, Poultry Dealer. July 25 at 10.15. Shire-
 GIBB, WILLIAM, Manchester, Wine Merchant. July 25 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 HAMER, HENRY, Carnarvon, out of business. July 22 at 2.30. Off Rec, Crypt chhrs, Chester.
 HEATON, JOHN (sep estate), Cullingworth, Woolsorter. July 22 at 11.30. Off Rec, 21, Manor row, Bradford.
 HIGGINS, HOWARD, Tipton, Staffs, Painter. July 25 at 10. Off Rec, Dudley.
 HOPKINS, ELIZA, Hanbury, Gloucester, Widow. July 27 at 2.30. Off Rec, Bank chhrs, Bristol.
 JACKSON, JOHN, Nottingham, Architect. July 22 at 11. Off Rec, 1, High pave-
 JACOBSON, WILLIAM, Torrieth pk, Lancs, Mercantile Manager. July 26 at 1. Off Rec, 25, Victoria st, Liverpool.
 JAMES, BENJAMIN, Llanwrda, Carmarthenshire, Innkeeper. July 22 at 2. Off Rec, 11, Quay st, Carmarthen.
 KERSHAW, THOMAS, Gomersall, Yorks, Mechanic. July 22 at 2. Off Rec, Bank chhrs, Batley.
 LEWIS, EDWIN CHARLES, Bath, Accountant. July 27 at 11.45. H R Moore, High Bath, County ct, York st, Bath.
 LINTOTT, JAMES JAMES, address unknown, Bootmaker. July 22 at 11. 33, Carey st, Lincoln's inn.
 MACKELL, CHARLES ARTHUR, High st, South Norwood, Licensed Victualler. July 25 at 2. 109, Victoria st, Westminster.
 MANGELL, WILLIAM, Manchester, Architect. July 25 at 11. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 MANE, HENRY ALBERTON, Grantham, Lincolnshire, Seed Merchant. July 22 at 12. Off Rec, 1, High pavement, Nottingham.
 MEADOWS, ANDREW MILES, Kirby Bellars, Leicestershire, Farmer. July 25 at 12.30. 25, Friar lane, Leicester.
 NOBLE, THOMAS, Hanley, Staffordshire. July 22 at 10. Off Rec, Newcastle under Lyme.
 NOTT, ROBERT, Nether Knutsford, Cheshire, Grocer. July 25 at 12. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 OTTER, FRED, Leeds, Tailor. July 25 at 11. Off Rec, 22, Park row, Leeds.
 PARKER, ROBERT CLINCE, Macclesfield, Grocer. July 25 at 12. Off Rec, 23, King Edward st, Macclesfield.
 PETERS, DAVID, Preston, Sussex, Gardener. July 25 at 12. Off Rec, Pavilion bldgs, Brighton.
 PLATT, SAMUEL, Silverdale, Staffs, Beerhouse Keeper. July 25 at 10. Off Rec, Newcastle under Lyme.
 SIDLOW, ANN, Over Hulton, nr Bolton, Milliner. July 26 at 11.30. 14, Wood st, Bolton.
 SOUTHWELL, WILLIAM, and THOMAS SOUTHWELL, Todmorden, Lancs, Farmers. July 22 at 2.30. Queen's Hotel, Todmorden.
 SYKES, JAMES (sep estate), Bradford, Grocer. July 22 at 11.15. Off Rec, 31, Manor row, Bradford.
 SYKES, JAMES, and JOHN HEATON, Bradford, Grocers. July 22 at 11. Off Rec, 31, Manor row, Bradford.
 TOWNSEND, GEORGE HENRY, Carmarthen, Woollen Manufacturer. July 22 at 11. Off Rec, 11, Quay st, Carmarthen.
 VOCE, JOSEPH CHARLES, Bristol, Baker. July 25 at 12.30. Off Rec, Bank chhrs, Bristol.
 WILLIAMS, FRANCIS EDWARD, Salisbury, Grocer. July 25 at 2. Off Rec, Salisbury.

ADJUDICATIONS.

BATES, GEORGE, Wolverhampton, Fishmonger. Wolverhampton. Pet July 11. Ord July 11.
 BOWMAN, WILLIAM, Little Driffield, Yorks, Gardener. Kingston upon Hull. Pet July 11. Ord July 11.
 CASHMORE, STEPHEN, West Bromwich, Licensed Victualler. Oldbury. Pet July 7. Ord July 12.
 CLEGG, HARRIET, and CHARLES THOMAS CLEGG, Dewsbury, Yorks, Wool Dealers. Dewsbury. Pet July 12. Ord July 12.
 CLIFFE, WILLIAM HENRY, jun, Daybrook, Nottinghamshire, Lace Manufacturer. Nottingham. Pet June 25. Pet July 11.
 CLUTTERBUCK, ENOCH WYATT, Newport, Mon, Commercial Traveller. Tredegar. Pet July 12. Ord July 13.
 COULTHARD, RICHARD, Fenchurch st, no occupation. High Court. Pet July 7. Ord July 13.
 CULSHAW, JOHN, Burscough, nr Ormskirk, Farmer. Liverpool. Pet June 27. Ord July 13.
 GALE, W. F., Liverpool, Clerk. Liverpool. Pet June 2. Ord July 13.
 GAUNT, WILLIAM, Bradford, Commission Agent. Bradford. Pet July 13. Ord July 13.

GIBB, WILLIAM, Manchester, Wine Merchant. Manchester. Pet June 20. Ord July 13.

GRAY, THOMAS HENRY, Great Yarmouth, Corn Merchant. Great Yarmouth. Pet July 4. Ord July 11.

HAMER, HENRY, Carnarvon, out of business. Bangor. Pet June 22. Ord July 12.

HARRIS, WILLIAM ISAAC, Bloester, Licensed Victualler. Oxford. Pet June 29. Ord July 9.

HIGGINS, HOWARD, Tipton, Painter. Dudley. Pet July 5. Ord July 11.

HUNT, ROBERT, Charles st, St James, Gent. High Court. Pet April 6. Ord July 13.

JAMES, BENJAMIN, Llanwrda, Carmarthenshire, Innkeeper. Carmarthen. Pet July 12. Ord July 13.

JOHNSON, FRANCIS, Leeds, Plumber. Leeds. Pet July 12. Ord July 13.

JONES, THOMAS CUTLER, JAMES OTIS DE WOLFE, and HAROLD BOYD JONES, Liverpool, Shipowners. Liverpool. Pet June 13. Ord July 11.

KENSHAW, THOMAS, Gomersal, Yorks, Mechanic. Dewsbury. Pet July 11. Ord July 13.

MAUD, ROBERT WILLIAM, Cannon st rd, St George's in the East, Licensed Victualler. High Court. Pet July 12. Ord July 13.

MANN, WILLIAM EDWARD, GEORGE STODDARD, and HENRY LISTER, Adelaide, South Australia, Merchants. High Court. Pet June 8. Ord July 13.

MANN, HENRY ALBERTSON, Grantham, Seed Merchant. Nottingham. Pet July 6. Ord July 11.

MANWARING, GEORGE FREDERICK, Chatham, Commercial Traveller. Rochester. Pet July 12. Ord July 13.

MITCHELL, THOMAS, Oldham, Architect. Manchester. Pet July 12. Ord July 13.

NOBLE, THOMAS, Hanley, Burslem, and Tunstall. Pet June 20. Ord July 13.

NOTT, ROBERT, Nether Knutsford, Cheshire, Grocer. Manchester. Pet July 11. Ord July 11.

PHILLIPS, BENJAMIN, Merthyr Tydfil, China Dealer. Merthyr Tydfil. Pet June 24. Ord July 13.

PLATT, SAMUEL, Silverdale, Stafford, Beerhouse Keeper. Hanley, Burslem, and Tunstall. Pet July 9. Ord July 13.

REDMAN, CHARLES, Deal, out of business. Canterbury. Pet June 8. Ord July 9.

RICHARDSON, EDWIN, and HARRY PETERS, West Bromwich, Egg Merchants. Oldbury. Pet July 4. Ord July 12.

SCOTT, ANNIE C, Wakehurst rd, Northcote rd, Wandsworth. Wandsworth. Pet May 20. Ord July 11.

SCOTT, A G, Copthall chbrs, Stockbroker. High Court. Pet June 8. Ord July 13.

SHENMAN, ALEXANDER, Taunton, Draper. Taunton. Pet June 11. Ord July 12.

SIDLOW, ANN, Over Hulton, nr Bolton, Milliner. Bolton. Pet July 12. Ord July 13.

SMITH, WILLIAM COOK, Church, nr Accrington, Engraver. Blackburn. Pet June 17. Ord July 11.

STREATHAM, JOSEPH, Wednesbury, Stafford, Gun Lock Manufacturer. Walsall. Pet July 12. Ord July 13.

TAYLOR, GEORGE, Marlee ter, Landor rd, Stockwell. High Court. Pet May 4. Ord July 13.

TAYLOR, JOSEPH WILSON, Leeds, Earthenware Manufacturer. Leeds. Pet July 12. Ord July 13.

THOMPSON, JAMES, Silloth, Cumberland, Hotel Keeper. Carlisle. Pet July 9. Ord July 13.

TOWNSEND, GEORGE HENRY, Carmarthen, Woollen Manufacturer. Carmarthen. Pet July 8. Ord July 12.

WALTON, SAMUEL, Manchester, Spinner. Manchester. Pet Aug 7, 1886. Ord July 12.

WHITHAM, JOSEPH, Manchester, Galvanizer. Manchester. Pet June 18. Ord July 12.

WILLIAMS, ARTHUR, jun, Paul, Cornwall, Fisherman. Truro. Pet July 13. Ord July 14.

WILLIAMS, FRANCES, Kingston upon Hull, Fruit Dealer. Kingston upon Hull. Pet July 11. Ord July 11.

WILLIAMS, PETER, and DAVID WILLIAMS, Tonypandy, Glamorgan, Grocers. Pontypridd. Pet June 24. Ord June 26.

WINTERSON, CHARLES SELF, Bristol, Ironmonger. Bristol. Pet June 17. Ord July 11.

WRIGHT, WILLIAM WALDON, Gt Yarmouth, Bricklayer. Gt Yarmouth. Pet July 12. Ord July 13.

The following Amended Notice is substituted for that published in the London Gazette of June 17.

CHANDLER, HENRY EDWARD HYDE, Blandford st, Portman sq, Licensed Victualler. High Court. Pet June 13. Ord June 15.

The following amended notice is substituted for that published in the London Gazette of July 5.

PICKUP, ABRAHAM RICHARDSON, Huddersfield, Tobaccoist. Huddersfield. Pet June 20. Ord June 20.

London Gazette.—TUESDAY, July 19.

RECEIVING ORDERS.

ABBOTT, WILLIAM JOSEPH, Pilton, Devon, Paper Maker. Barnstaple. Pet July 15. Ord July 13.

AINLEY, WILLIAM, Willington, Durham, Draper. Durham. Pet July 2. Ord July 16.

ATKINS, JAMES, Birkenhead, Licensed Victualler. Birkenhead. Pet July 14. Ord July 16.

AUBREY, WILLIAM, Maiden lane, Strand, Printer. High Court. Pet July 15. Ord July 15.

BAILEY, FRANCIS EDWIN, Tarnworth, Warwickshire, Ironmonger. Birmingham. Pet July 15. Ord July 15.

BREKLEY, JOHN, Reading, Upholsterer. Reading. Pet July 13. Ord July 13.

BENSON, ALFRED, King's Head ct, Shoe lane, Publican. High Court. Ord July 2.

BRINKWORTH, ROBERT MENNIE, Bath, Corn Merchant. Bath. Pet July 18. Ord July 16.

BROOK, GEORGE, Wilmet gds, Hoxton st, Hoxton, Timber Merchant. High Court. Pet July 13. Ord July 13.

BURKETT, JOHN, West Melton, nr Rotherham, Provision Merchant. Sheffield. Pet July 14. Ord July 14.

CARLEIGH, RICHARD, Chipping Campden, Glouce, Commission Agent. Banbury. Pet July 18. Ord July 14.

CHERTON, ALBERT, Openshaw, nr Manchester, Watchmaker. Nottingham. Pet July 18. Ord July 15.

COWTER, WILLIAM, Campsall, Yorks, Builder. Sheffield. Pet July 14. Ord July 14.

ELLISON, WILLIAM, North Shields, Grocer. Newcastle on Tyne. Pet July 16. Ord July 16.

EVANS, JOHN, Swansea, Licensed Victualler. Swansea. Pet July 14. Ord July 14.

FEATHERSTONE, MORRIS, Holme-on-Spalding Moor, Yorks, Farmer. Kingston upon Hull. Pet July 1. Ord July 15.

FORD, CHARLES, Horsley, nr Nailsworth, Gloucester, Farmer. Gloucester. Pet July 5. Ord July 16.

FREEMAN, WILLIAM CHARLES, Leadenhall st, General Merchant. High Court. Pet July 14. Ord July 14.

FULLER, WILLIAM STEPHEN, Worthing, Sussex, Coachbuilder. Brighton. Pet July 15. Ord July 15.

GILL, GEORGE FREDERICK, Spencer st, Limehouse, Timber Merchant. High Court. Pet July 14. Ord July 14.

GWYN, WILLIAM, Crispin st, Spitalfields, Coal Dealer. High Court. Pet July 15. Ord July 15.

HARKER, JOHN JAMES, Liverpool, Importer. Liverpool. Pet May 27. Ord July 15.

HARRISON, W. J., Waterloo rd, Milk Can Maker. High Court. Pet June 28. Ord July 16.

HAYWARD, WILLIAM, Christchurch, Hants, Watchmaker. Poole. Pet July 16. Ord July 16.

HITCH, EVAN CAMERON, Billiter st, Engineer. High Court. Pet June 27. Ord July 16.

HOBSON, HORACE, Sheffield, Painter. Sheffield. Pet July 15. Ord July 15.

HOBGEN, THOMAS, Hawkings, nr Folkestone, Veterinary Surgeon. Canterbury. Pet July 16. Ord July 16.

HOWLETT, THOMAS WILLIAM, Birmingham, Hatter. Birmingham. Pet July 14. Ord July 14.

HOY, WALTER, Romford rd, Forest Gate, Nurseryman. High Court. Pet July 16. Ord July 16.

IVES, GEORGE, New Scarborough, nr Wakefield, Grease Manufacturer. Wakefield. Pet July 14. Ord July 14.

JOHNSON, GEORGE, High st, Godalming, Chemist. Guildford and Godalming. Pet July 14. Ord July 14.

LAUNDON, JOHN EADY, Kidworth Beauchamp, Leicestershire, Butcher. Leicester. Pet July 16. Ord July 16.

LYON, CHARLES E, residence unknown. High Court. Pet June 28. Ord July 15.

LYONS, SAMUEL, Crews, Fitter. Nantwich and Crews. Pet July 14. Ord July 14.

MOLYNEUX, JOHN, Chorley, Lancashire, Licensed Victualler. Bolton. Pet July 16. Ord July 16.

NELSON, WILLIAM, Kirkdale, Liverpool, Engineer's Assistant. Liverpool. Pet July 16. Ord July 16.

PARSONS, WILLIAM, Buckingham st, Strand, Ironmonger. High Court. Pet July 16. Ord July 16.

PHILLIPS, WILLIAM DANIEL, Tregaron, Cardiganshire, Corn Merchant. Carmarthen. Pet July 15. Ord July 15.

PREDDIE, MATTHEW, and FRANCES GODWIN, Winchester, Bootmakers. Winchester. Pet July 15. Ord July 16.

RILEY, EDWARD, Rawtenstall, Lancashire, Smallware Dealer. Blackburn. Pet July 15. Ord July 15.

ROYCE, WILLIAM, Birch, Essex, Miller. Colchester. Pet July 14. Ord July 14.

SHAW, SAMUEL, Heaton Norris, Lancashire, Coal Merchant. Stockport. Pet July 14. Ord July 14.

SIDEX, JAMES, Ashford, Plasterer. Canterbury. Pet July 12. Ord July 13.

TAUNTON, WILLIAM, Bristol, Plumber. Bristol. Pet July 15. Ord July 15.

TAYLOR, HERBERT, Mark lane, Merchant. High Court. Pet July 14. Ord July 14.

TORRENTON, ALFRED, Rhyll, Flintshire, Builder. Bangor. Pet July 5. Ord July 15.

TRIMMER, CAROLINE, Liskeard, Cornwall, Grocer. East Stonehouse. Pet July 14. Ord July 14.

WARWICK, SAMUEL, Bedworth, Warwickshire, Innkeeper. Coventry. Pet July 14. Ord July 14.

WHITTAKER, THOMAS, Heanor, Derbyshire, Builder. Derby. Pet July 15. Ord July 15.

WILDING, HENRY AMBLER, Frederick st, Gray's inn rd, a Clerk. High Court. Pet June 9. Ord July 14.

WITHERS, JAMES, Cheddar, Somersetshire, Cropper. Wells. Pet July 16. Ord July 16.

The following Amended Notice is substituted for that published in the London Gazette of July 6.

LAING, JOSEPH, Stapenhill, Derbyshire, Drug Keeper. Burton on Trent. Pet June 29. Ord June 20.

FIRST MEETINGS.

ASHTON, JONAS, Belsize rd, Hampstead, Gent. July 27 at 2.30. 33, Carey st, Lincoln's Inn.

BAILEY, ARTHUR MARTIN, Southampton, Builder. July 26 at 2. Off Rec, East st, Southampton.

BASTOW, THOMAS WILLIAM, South Brent, Devon, Carrier. July 27 at 11. 13, Frankfort st, Plymouth.

BIDDER, HENRY, Pembroke Dock, Grocer. July 28 at 11. Off Rec, 11, Quay st, Carmarthen.

BRIEHL, JOHN, jun, Liverpool, Veterinary Surgeon. July 27 at 9. Off Rec, 25, Victoria st, Liverpool.

BURN, RICHARD, Liverpool, Shipbroker. July 29 at 2. Off Rec, 35, Victoria st, Liverpool.

CASHMORE, STEPHEN, West Bromwich, Licensed Victualler. Aug 8 at 10.45. County Court, Oldbury.

CHANDLER, HENRY EDWARD HYDE, Blandford st, Portman sq, Licensed Victualler. July 27 at 12. 33, Carey st, Lincoln's Inn.

CLEGG, HARRIET, and CHARLES THOMAS CLEGG, Dewsbury, Yorks, Wool Dealers. July 26 at 3. Off Rec, Bank chambers, Bailey.

CLEGG, DAVID MENZIES, and WILLIAM ROBSON CLEGG, Liverpool, Ironfounders. July 29 at 1. Off Rec, 35, Victoria st, Liverpool.

COLLINS, JAMES CHUMA, Tarnworth, Warwickshire, out of employment. July 27 at 11. 25, Colmore row, Birmingham.

COX, W L H, 85 Martin's le Grand, Clerk. July 27 at 11. Bankruptcy bldg, Portugal st, Lincoln's Inn fields.

CRIDG, JOHN RICHARD, Torquay, Hotel Proprietor. July 28 at 11. Castle of Exeter, Exeter.

CRISP, JOHN, Stockton on Tees, Commission Agent. Aug 2 at 11. Off Rec, 8, Albert rd, Middlesbrough.

ELLIOTT, E B, Loughborough pk. July 28 at 11. 33, Carey st, Lincoln's Inn.

ELLISON, WILLIAM, North Shields, Grocer. July 30 at 11. Off Rec, Pink lane, Newcastle on Tyne.

EVANS, JOHN, Swansea, Licensed Victualler. July 27 at 11. Off Rec, 6, Rutland st, Swansea.

FLATHERS, JOHN, Yardley, Worces, Jeweller. July 29 at 11. 25, Colmore row, Birmingham.
 GAUNT, WILLIAM, Bradford, Commission Agent. July 27 at 12. Off Rec, 31, Manor row, Bradford.
 GEORGE, JOHN, sen, and JOHN GREGORY, jun, Birmingham, Manufacturers of Horticultural Buildings. Aug 3 at 11. 25, Colmore row, Birmingham.
 GREGORY, JOHN, jun (Sep Estate), Birmingham, Manufacturer of Horticultural Buildings. Aug 3 at 11. 25, Colmore row, Birmingham.
 GREGORY, JOHN, sen (Sep Estate), Birmingham, Manufacturer of Horticultural Buildings. Aug 3 at 11. 25, Colmore row, Birmingham.
 HAMPTON, JAMES, Bush Hill pk, Enfield, Builder. July 26 at 11. 16, Room, 30 and 31, St Swinburn's lane.
 HARPER, JAMES, Moseley, Worcester, Commercial Traveller. July 26 at 11. 25, Colmore row, Birmingham.
 HILLIARD, WILLIAM BENJAMIN, Wallingford, Berks, Coal Merchant. July 27 at 11.30. Off Rec, 1, St Aldates, Oxford.
 JACOB, ERNEST AUGUSTUS, Butleigh, Somerset, out of business. July 25 at 1. Off Rec, Bank chambers, Bristol.
 LIGHTFOOT, WILLIAM, Stockton on Tees, Implement Dealer. Aug 2 at 12.15. Station Hotel, York.
 LUSH, JOHN STEPHEN BULWARK, Pontypridd, Glamorgan, Clothier. July 28 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 MANWARING, GEORGE FREDERICK, Chatham, Commercial Traveller. July 26 at 11.30. Off Rec, High st, Rochester.
 MITCHELL, THOMAS, Oldham, Architect. July 26 at 11.30. Off Rec, Ogden chhrs, Bridge st, Manchester.
 MORRIS, THOMAS, Monmouth, Grocer. July 27 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.
 MOSE, JOHN, jun, Hebden Bridge, Yorks, Mason. July 27 at 1. White Horse Hotel, Hebden Bridge.
 MURHEAD, ROBERT DALEYMPLE STEWART, Onslow sq, South Kensington. July 28 at 12. 33, Carey st, Lincoln's inn.
 PORTER, ALFRED, Streatham hill, Nurserymen. July 26 at 3. 100, Victoria st, Westminster.
 RIELLY, HUGH JOSEPH, Stockton on Tees, Grocer. Aug 2 11.15. Off Rec, 8, Albert rd, Middlesbrough.
 ROBERTS, JEREMY, Pembroke Dock, Fancy Dealer. July 28 at 3. Off Rec, 11, Quay st, Carmarthen.
 ROCKE, GEORGE WALTER, Wombwell, Yorks, Butcher. July 29 at 10. Off Rec, 8, Eastgate, Barnsley.
 SCOTT, ANNIE G., Westhurst rd, Northcote rd, Wandsworth. July 26 at 12. 100, Victoria st, Westminster.
 SIDNEY, JAMES, Ashford, Kent, Plasterer. July 26 at 3. Off Rec, 11, Bank st, Ashford.
 STANBURY, E. H., High st, Old Brompton, Grocer. July 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 STEATHAM, JOSEPH, Wednesbury, Staffs, Gun Lock Manufacturer. July 27 at 11. Off Rec, Bridge st, Walsall.
 SUTER, WILLIAM HENRY, Liverpool, out of business. July 29 at 3. Off Rec, 35, Victoria st, Liverpool.
 TOMMY, HENRY, Wem, Salop, Builder. July 29 at 12. Law Society, Talbot chhrs, Shrewsbury.
 TOWNSEND, BENJAMIN, and THOMAS CROFTON, High Holborn, Grocers. July 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 TREMELLEN, CAROLINE, Liskeard, Cornwall, Grocer. July 29 at 11. 18, Frankfort st, Plymouth.
 WALTON, SAMUEL, Manchester, Spinner. July 26 at 11. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 WARWICK, SAMUEL, Bedworth, Warwickshire, Innkeeper. July 26 at 11. Off Rec, 17, Hertford st, Coventry.
 WILKINS, ANN, Liverpool, Boot Manufacturer. July 27 at 3. Off Rec, Victoria st, Liverpool.
 WINTERBURN, THOMAS, Bradford, Dyer. July 27 at 11. Off Rec, 31, Manor row, Bradford.

ADJUDICATIONS.

BAILEY, FRANCIS EDWIN, Tamworth, Warwickshire, Ironmonger. Birmingham. Pet July 16. Ord July 15.
 BASTOW, THOMAS WILLIAM, South Brent, Devon, Carrier. East Stonehouse. Pet July 13. Ord July 15.
 BRESLEY, JOHN, Reading, Upholsterer. Reading. Pet July 13. Ord July 15.
 BRIDLEY, JAMES, Leamington Priors, Gilder. Warwick. Pet July 7. Ord July 15.
 BIDDER, HENRY, Pembroke Dock, Grocer. Pembroke Dock. Pet July 11. Ord July 16.
 BOSWELL, BENJAMIN RAWLINS, Knighton, Leicestershire, Builder. Leicester. Pet June 30. Ord July 15.
 BRIERLEY, JOHN THOMAS, Oldham, Accountant. Oldham. Pet July 8. Ord July 14.
 BURNETT, JOHN, West Melton, near Rotherham, Provision Merchant. Sheffield. Pet July 14. Ord July 14.
 BURY, SYDNEY JOHN, Union ct, Old Broad st, Auctioneer. High Court. Pet May 23. Ord July 15.
 CARELESS, RICHARD, Chipping Campden, Gloucestershire, Commission Agent. Sandbury. Pet July 15. Ord July 16.
 COPE, JOHN, Rhuddall Heath, nr Tarporley, Cheshire, Joiner. Nantwich and Crewe. Pet June 11. Ord July 5.
 COWPER, WILLIAM, Campsall, Yorks, Builder. Sheffield. Pet July 14. Ord July 14.
 COX, EDWARD BURTON, EDWARD JOSHUA COX, and ERNESTER COX, Marlborough rd, Drapers. High Court. Pet May 2. Ord July 15.
 ELLISON, WILLIAM, North Shields, Grocer. Newcastle on Tyne. Pet July 16. Ord July 16.
 EVANS, JOHN, Swansea, Licensed Victualler. Swansea. Pet July 14. Ord July 15.
 EVANS, THOMAS, Swansea, Draper. Swansea. Pet July 11. Ord July 15.
 FREEMAN, WILLIAM CHARLES, Leadenhall st, Merchant. High Court. Pet July 14. Ord July 15.
 FULLER, WILLIAM STEPHEN, Worthing, Coachbuilder. Brighton. Pet July 15. Ord July 15.
 GALE, GEORGE, Tredegar, Mon, Butcher. Tredegar. Pet July 12. Ord July 15.
 GHEENT, WILLIAM HEWETT, Sackville st, Piccadilly, Lodging house Keeper. High Court. Pet May 10. Ord July 15.
 HILLIARD, WILLIAM BENJAMIN, Wallingford, Berks, Coal Merchant. Oxford. Pet July 9. Ord July 15.
 HOBSON, HORACE, Sheffield, Painter. Sheffield. Pet July 15. Ord July 15.
 HOOBER, THOMAS, Hawkinge, nr Folkestone, Veterinary Surgeon. Canterbury. Pet July 16. Ord July 16.
 IVEY, GEORGE, New Scarborough, nr Wakefield, Grease Manufacturer. Wakefield. Pet July 14. Ord July 14.
 JACOB, ERNEST AUGUSTUS, Butleigh, Somersetshire, out of business. Wells. Pet July 11. Ord July 15.

JACOBSCOTTER, WILLIAM, Tortoth pk, Lancs, Mercantile Manager. Liverpool. Pet July 6. Ord July 14.
 JOHNSON, GEORGE, High st, Godalming, Chemist. Guildford and Godalming. Pet July 14. Ord July 14.
 JONES, JOHN OWEN, Bachellath, Carnarvon, Farmer. Bangor. Pet June 8. Ord July 15.
 LIGHTFOOT, WILLIAM, Stockton on Tees, Implement Dealer. Stockton on Tees and Middlesbrough. Pet July 1. Ord July 14.
 LYONS, SAMUEL, Crewe, Cheshire, Fitter. Nantwich and Crewe. Pet July 14. Ord July 14.
 MOLYNEUX, JOHN, Chorley, Lancs, Licensed Victualler. Bolton. Pet July 16. Ord July 16.
 MORRIS, THOMAS, Monmouth, Grocer. Newport, Mon. Pet July 11. Ord July 15.
 MURHEAD, ROBERT DALEYMPLE STEWART, Onslow sq, South Kensington. High Court. Pet May 14. Ord July 15.
 PARKER, ROBERT CLINGE, Macclesfield, Grocer. Macclesfield. Pet July 13. Ord July 14.
 RIELLY, HUGH JOSEPH, Stockton on Tees, Grocer. Stockton on Tees and Middlesbrough. Pet June 30. Ord July 14.
 ROBERTS, JOSEPH, Hartland rd, West Ham, Builder. High Court. Pet May 19. Ord July 14.
 SHAW, SAMUEL, Heaton Norris, Lancs, Coal Merchant. Stockport. Pet July 14. Ord July 15.
 SIDNEY, JAMES, Ashford, Kent, Plasterer. Canterbury. Pet July 12. Ord July 15.
 VAN DEN BOEG, JOHN, Tredegar rd, Bow, Boot Manufacturer. High Court. Pet July 9. Ord July 16.
 WILSON, ANN FRANCES, Mountsorel, Leicestershire, Draper. Leicester. Pet June 25. Ord July 12.

ADJUDICATION ANNULLLED.

LAWLESS, HENRY JOSEPH, Broughton, nr Manchester, Brewer's Traveller. Manchester. Adjud Oct 1. Annul July 14.

SALES OF ENSUING WEEK.

July 25.—Messrs. BAKER & SON, at the Spotted Dog Inn, Barking, at 7 p.m., Freehold Building Land (see advertisement, July 9, p. 4).
 July 25.—Messrs. EDMUND ROBINS & HIXE, at the Mart, Freehold Properties, Valuable Life Interest in Landed Estates, Freehold Ground-rents (see advertisement, July 9, p. 3).
 July 27.—Messrs. ALFRED SAVILL & SON, at the Mart, Freehold Building Estate (see advertisement, July 23, p. 4).
 July 27.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Leasehold and Freehold Properties (see advertisement, July 16, p. 4).
 July 27.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, Residential Estate (see advertisement, July 2, p. 4).
 July 27.—Mr. JOHN DAVIES, at the Mart, at 2 p.m., Leasehold Property (see advertisement, July 23, p. 4).
 July 28.—Messrs. PERKINS & CESAR, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, July 23, p. 4).
 July 29.—Messrs. BUCKLAND & CO., at the Mart, at 2 p.m., Leasehold Residence (see advertisement, July 23, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ODGERS.—July 19, at Fitzjohn's-avenue, Hampstead, the wife of W. Blake Odgers, barrister-at-law, of a son.
 OGLE.—July 14, at Adelaide-road, N.W., the wife of John Ogle, barrister-at-law, of a daughter.
 MALLISON.—July 18, at Pitt-street, Campden-hill, Kensington, the wife of Mortimer Drewe Mallison, barrister-at-law, of a daughter.
 STANLEY.—July 27, at Ladbrooke-grove, W., the wife of F. Vere Stanley, barrister-at-law, of a son.

MARRIAGE.

ROXBURGH-MORTLOCK.—July 14, Francis Roxburgh, B.A., LL.M. Camba, barrister-at-law, to Annie Gertrude, daughter of the Rev. Edward Thomas Mortlock, Rector of Snailwell, Cambridgeshire.

DEATHS.

DAVIS.—July 12, at Whitehall-place, S.W., James Edward Davis, barrister-at-law, aged 66.
 MIDDLETON.—July 16, at Far Headingley, Leeds, John William Middleton, solicitor, aged 42.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 3s. 6d.

Where difficulty is experienced in procuring the Journal with regularity, in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	639	LAW STUDENTS' JOURNAL	647
THE RIGHTS OF MIDDLEMENT	640	NEW ORDERS, &c.	648
CORRESPONDENCE	641	LEGAL NEWS	649
THE RE-ORGANIZATION OF THE		COURT PAPERS	650
CENTRAL OFFICE OF THE SUPREME		WINDING-UP NOTICES	651
COURT	642	CREDITORS' NOTICES	652
LAW SOCIETIES	643	BANKRUPTCY NOTICES	653

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

SCHWEITZER'S COCOATINA.

Anti-Dyspeptic Cocoa or Chocolate Powder.
Guaranteed Pure Soluble Cocoa of the Finest Quality,
with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Lunch, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.
Being without sugar, spice, or other admixture, it suits all palates, keeps for years in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is *in reality* cheaper than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.
COCOATINA & LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.
In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietor.
H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.C.

LAW LECTURES.—The Liverpool Board of Legal Studies are prepared to receive applications by Gentlemen willing to deliver at Liverpool during the Session 1887-8 a course of 10 Lectures on Jurisprudence. Fee, £75 (inclusive of travelling expenses).—Address, the SECRETARY OF THE BOARD, Law Library, Liverpool.

EDUCATION.—To Solicitors and other Professional Men and Gentlemen of Limited Income.—A few boys, sons of the above, are admitted into a well-known School of high tone on greatly reduced fees.—For full particulars address, in strict confidence, "Mu." care of Messrs. Reife Bros., 6, Charterhouse-buildings, Aldersgate, City, E.C.

IF you want Money without Fees—amounts £10 to £1,000—before applying elsewhere see Mr. O. OZANUM, personally if possible, 42, Great Tower-street.

IMPEDIMENTS OF SPEECH.—The Rev. Professor D'ORSEY receives Resident and Visiting Pupils at 13, Prince's-square, W. Consultation daily, at 11 o'clock.

ROYAL ALBERT ORPHAN ASYLUM.

MORTGAGE CALLED IN.
A Mortgage for £10,000, amply secured on the Asylum and about 200 acres of Freehold Land at Bagshot, has been necessarily called in for purpose of division among the lender's family.

In obtaining a fresh loan the managing committee are very desirous to reduce the rate of interest, and now seek to learn whether any lender would advance the amount at the rate of Three and a Half (3½) per Cent., and so diminish the burden hitherto falling on the annual income of this most useful society.

Address, 62, King William-street, E.C.
RICHARD WITHERBY, Secretary.

YACHTING CRUISE to the BALTIC and the GULF of FINLAND.

On completing her cruising programme to the Norwegian Fjords, as previously advertised the Steam Yacht "CEYLON," 3,500 tons register, Chas. Edw. Stewart, R.N.R., commander, will leave Gravesend on SATURDAY, 27th of August, for a THIRTY DAYS' Grand CRUISE, to the SCANDINAVIAN CAPITALS, and COPENHAGEN, for St. Petersburg, Moscow, and the Great Fair at Nijni-Novgorod, on the Volga. For full particulars address the MANAGER, Yacht "Ceylon" Office, 7, Pall Mall, London, S.W.

ATLANTIC ISLANDS.—On October 1st it is intended to despatch the "CEYLON" on a THIRTY DAYS' YACHTING CRUISE to MADEIRA, the Canaries (for Santa Cruz and Oratava), and the Azores (St. Michael's), provided forty berths are taken by September 17th. Single berth, £50; whole cabin, £75.

MEDITERRANEAN.—On February 25th, 1888, a Grand CRUISE of SEVENTY-FIVE DAYS will be made by the Steam Yacht "CEYLON" to various places on the MEDITERRANEAN Shores including Constantinople, the Holy Land, and Egypt, for which early application should be made.—Programmes of the latter two will be issued later on.—"Ceylon" Office, 7, Pall Mall, London, S.W.

NORWAY.—First-class Passenger Steamer "NORGE" from NEWCASTLE to BERGEN every Tuesday evening; from Bergen every Saturday evening. Fares: £3 single, £5 return (available any time during the season), including all meals and steward's fees.—BORRIS, CRAIG, & Co., Newcastle-on-Tyne.

SUMMER TOURS IN SCOTLAND

GLASGOW and the HIGHLANDS (Royal Route via Crinan and Caledonian Canals). Royal Mail Steamer COLUMBA or IONA from Glasgow Daily at 7 a.m., from Greenock at 9 a.m., conveying, in connection with his West Highland Steamers, passengers for Oban, Fort-William, Inverness, Lochave, Skye, Gairloch, Staffa, Iona, Glencoe, Stormont, &c. Official Guide, 2d.; Illustrated, 6d. and is, by post, or at W. H. Smith & Sons' Railway Bookstalls. Time Bill with Map and Fares free from the owner, DAVID MACBRATNE, 119, Hope-street, Glasgow.

EDE AND SON,**ROBE MAKERS,**

BY SPECIAL APPOINTMENT.
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS

ESTABLISHED 1699.

94, CHANCERY LANE LONDON.**THE MORTGAGE INSURANCE CORPORATION, LIMITED.**

AMOUNT OF CAPITAL SUBSCRIBED, £710,000

Offices of the Corporation—

Winchester House, Old Broad-street, E.C.

Rt. Hon. E. PREYDELL BOUVERIE, Chairman.

Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman.

Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.

These Policies will be of especial advantage to Trustees who may be held responsible for losses consequent upon their investments.

Mortgagors insuring with the Corporation will also be enabled to obtain Advances at the lowest possible rate of interest.

The Corporation also grants Policies to Leaseholders insuring the return of the Amount invested at the expiration of their leases or at any fixed periods.

For particulars and conditions of Insurance apply to the Secretary. By order,
JAS. C. PRINSEP, Secretary.

SIX per CENT. GUARANTEED MORTGAGE BONDS.**LOMBARD INVESTMENT COMPANY.**

—Capital paid up, 1,000,000 dols.; Liability of Shareholders, 1,000,000 dols.; Surplus and Reserve 250,000 dols.; Total, 2,250,000 dols. (£250,000).

Head Office—Boston, Mass., Mr. B. Lombard, jun., President.

Western Office—Kansas City, Mo., Mr. J. L. Lombard, Vice-President and Manager.

Sole Agent for Great Britain and Ireland—Mr. H. Ramsden (Ramsden & Austin, Solicitors), 150, Leadenhall-street, London, E.C.

The Company is prepared to receive money for investment in First Registered Mortgages of Freeholds in the States of the United States of America, for five years, yielding 6 per cent. interest, payable by coupons half-yearly in London, principal and interest guaranteed by the Company. For full information as to these investments apply to the London Office.

NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. AMSTERDAM: 1,

Union-servant.

INCOME & FUNDS (1886):—

Fire Premiums	...	...	...	£282,000
Life Premiums	...	...	...	198,000
Interest	...	...	...	13,000
Accumulated Funds	...	...	...	£3,297,000

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

Chief Office—

216, CHANCERY LANE, LONDON, W.C.

The Funds in hand and Capital Subscribed amount to upwards of £1,900,000 sterling

Chairman—JAMES CUDDELL, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's-inn-fields.

The Directors invite attention to the New Form of Life Policy, which is free from all conditions.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

The Company ADVANCES Money on Mortgage of Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

FRANK MCGEDY, Actuary and Secretary.

UNTEARABLE LETTER COPYING BOOKS.

(HOWARD'S PATENT.)

1,000 Leaf Book, 5s. 6d.

500 Leaf Book, 3s. 6d.

English made.

THE BEST LETTER COPYING BOOK OUT.

WODDERSPOON & CO.,

7, SERLE STREET, AND 1, PORTUGAL STREET,
LINCOLN'S INN, W.C.

KENT FIRE OFFICE. Established in 1802.

KENT LIFE OFFICE. Established in 1824.

Chief Office—Maidstone.

Branch (London, 124, Cannon-street, E.C.

Office (Manchester, Lombard-chambers, Brown-st.,
One of the most recent claims upon the Company was under Life Policy No. 553, issued in 1833 for £250, and which had acquired bonus additions amounting to £3,015, increasing the policy to £2,815.

W. L. SEYFANG, Secretary.

ACCIDENTS AT HOME AND ABROAD

Railway Accidents, Employer's Liability,
INSURED AGAINST BY

THE RAILWAY PASSENGERS' ASSURANCE COMPANY

64, CORNHILL, LONDON.

Income ... £246,000.

COMPENSATION PAID FOR 118,000 ACCIDENTS.

£2,350,000.

MODERATE PREMIUMS—FAVOURABLE CONDITION

Prompt and Liberal Settlement of Claims.

CHAIRMAN—HARVIE M. FARQUHAR, Esq.

West-End Office:—8, Grand Hotel Buildings, W.C.

Head Office:—64, CORNHILL, LONDON, E.C.

WILLIAM J. VIAN, Secretary.

ESTABLISHED 1851.**BIRKBECK BANK.**

Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on

DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT

ACCOUNTS calculated on the minimum monthly

balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANÇOIS RAVENSBORFT, Manager.

MESSRS. JOHNSON & DYMOND

to announce that their Sales by Auction of

Plate, Watches, Chains, Jewellery, Precious Stones,

&c., are held on Mondays, Wednesdays, Thursdays,

and Fridays.

The attention of Solicitors, Executors, Trustees,

and others is particularly called to this ready means

for the disposal of Property of deceased and other

clients.

In consequence of the frequency of their sales

Messrs. J. & D. are enabled to include large or small

quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on ap-

plication to the City Auction Rooms (established

1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that

their Auction Sales of Wearing Apparel, Floor

Goods, Household and Office Furniture, Carpets,

Bedding, &c., are held on each day of the week

Saturday excepted).

Founded A.D. 1866.

Cash prices. No extra charge for time given.

Particulars, estimates, Press opinions, testimonials

post-free.

F. MOEDER, 248, 249, and 250, Tottenham-court-

road, and 19, 20, and 21, Morwell-street, W. Estab-

lished 1865.

ALSO FOR HIRE ONLY.

ER

ado.
UT.

EET.

1802.
1884.

wn-st.
npany
r 1890,
unting

tary.

OAD

IPANT

.
O.
ENTS.

DITION

.
Eeq.

W.O.;

E.C.

tary.

K.-

.
ved on

URRENT
monthly

free of
d other
Bills or
urchases
etters of

parties-

nager.

D beg
ction of
Stones.
uredays.

Trustees.
y mess
nd other

dr sales
or small

a on ap-
stablished

ity that
l. Piece
Carpets.
he week

PART-

al.

riven.
imonside

am-cour-
Estate